Written Testimony of Gary P. Weinstein, Vice President, Legal and Government Affairs, Jackson Hewitt Tax Service Inc. Before the Permanent Subcommittee on Investigations

Mr. Chairman, I want to thank you for giving me the opportunity to testify on behalf of Jackson Hewitt today. We welcome and support the Chairman's interest in, and attention to, tax-related financial products. Jackson Hewitt is pleased to have the opportunity to discuss its policies, procedures, disclosures and product offerings. We are committed to continue to exceed the existing disclosure requirements to ensure that customers are fully informed. In short, Jackson Hewitt provides its customers with the opportunity to make fully-informed choices about the products and services offered by us and third party banks, and only works with banks that share this approach. Our interaction with the Subcommittee's professional staff prior to today, and at this afternoon's hearing, are invaluable in helping us continue in these efforts.

Today, my testimony will discuss Jackson Hewitt's products and services, including those offered by the banks, our comprehensive disclosures that we provide to our customers, as well as our training of tax preparers and proprietary software system. In addition, Jackson Hewitt is continuously improving our training classes and materials, disclosure documents, and proprietary interview based software, to ensure that our customers are receiving full, and fairly presented, descriptions of the information they need to make well-informed choices about tax-related financial products.

I would also like to take this opportunity to present some of the actions that Jackson Hewitt intends to implement for the next tax season as part of our ongoing commitment to continue our industry leading practices. I am pleased to announce the following actions, noting that several of these actions have been culled based on our discussions with the Subcommittee's staff under the direction of Senator Coleman: (1) Jackson Hewitt has eliminated the application fee for refund anticipation loans and other bank products in Jackson Hewitt company-owned locations; we have also already begun the process of encouraging our franchisees do the same; (2) Jackson Hewitt has sought and obtained the commitment of our banking partners to eliminate the \$10 additional finance fee for refund anticipation loans that is based on a tax refund with an Earned Income Tax Credit; (3) Jackson Hewitt has also obtained the commitment of the banks to provide for a customers' right to cancel a refund anticipation loan within 48 hours; (4) we will be creating a comprehensive tax preparer code of ethics that further solidifies our existing policies, procedures and expectations of tax preparer conduct; and (5) we will provide our customers with a customer bill of rights setting forth Jackson Hewitt's public commitment to its customers, as well as providing basic information that all customers should know.

I. <u>Background</u>

By way of introduction, I am Vice President, Legal and Government Affairs, of Jackson Hewitt Tax Service Inc., the second largest paid tax preparer in the United States. We have over 5,400 locations in 49 states and the District of Columbia, most of which are franchised. In the 2004 tax filing season, our network prepared approximately 3.1 million tax returns, which accounted for less than five percent of the paid tax preparer industry in that year. In addition, approximately 1.1 million of our customers elected to purchase refund anticipation loans.

In Minnesota, we have eight franchisees with forty-one locations collectively. For the 2004 tax filing season, these franchisees prepared approximately

13,000 returns for Minnesotans and facilitated the sale of approximately 4,000 refund anticipation loans. Our franchisees are independently owned and operated small businesses and entrepreneurs who live in, and employ people from, the local communities here in Minnesota, as well as throughout the country.

Jackson Hewitt's principal business, which accounts for over 70% of our revenues, is the preparation of tax returns. Most returns prepared by Jackson Hewitt offices are electronically filed. Jackson Hewitt electronically files tax returns under the IRS Authorized e-file program at no additional cost to the customer, and has always done so since the program's inception. Through e-file, the IRS Direct option, a customer can receive a refund directly in their own bank account or in the mail, free of charge. This option is always the first choice presented to our customer.

If a customer desires an alternative to the IRS Direct option, Jackson Hewitt also facilitates the provision of certain financial products offered by two federally regulated banks, HSBC Bank U.S.A., N.A. ("HSBC") and Santa Barbara Bank & Trust ("SBB&T"). In Minnesota, Jackson Hewitt franchises facilitate products offered by SBB&T. These products include Assisted Direct Deposit, Accelerated Check Refund and Refund Anticipation Loans.

I have included in my written testimony submitted to the Committee a description of many of our products, but in the interest of time, I will not describe those products here, unless the Subcommittee so wishes.

These products include:

 Assisted Directed Deposit ("ADD"). This product allows customers to receive their refund, minus applicable fees, as a

direct deposit into their own bank account. The ADD product is not a loan.

- Accelerated Check Refund ("ACR"). This product allows customers to receive their refund, minus applicable fees, as a check if they do not have a bank account. The ACR product is not a loan.
- Refund Anticipation Loans ("RAL"). This product enables customers to receive a loan on the amount of their anticipated federal income tax refund minus bank and other fees –the customer can receive up to \$7,000 in as little as 24 hours.

For each of these three bank products the customer is charged the same account set up fee of \$25 by the bank and an application fee by the tax preparation provider, regardless of product chosen. In the case of a RAL, the bank also charges a one-time finance charge of three percent (with a minimum \$10 finance charge and a maximum \$80 finance charge). As discussed previously, the \$10 additional finance charge will be eliminated.

- Money Now Loans. The Money Now Loan provides the customer with the ability to obtain an advance loan for up to \$1,100 on the refund anticipation loan on the same day as his tax preparation occurs. The banks charge an additional flat fee of \$35 for this product.
- Holiday Express Loan Program ("HELP"). The HELP loan is offered by the banks in November/December. Qualified existing

customers may obtain a loan of up to \$575, and \$375 for all others applying There is no obligation for a customer to return to Jackson Hewitt for tax preparation.

In addition to bank products, Jackson Hewitt offers a variety of other non-bank products options to our customers, including:

- CashCard. A convenient alternative to receiving a check, the Jackson Hewitt CashCard is a MasterCard-branded debit card that may be used at ATMs, other PIN-based locations and locations that accept MasterCard.
- Gold Guarantee. All tax returns prepared by Jackson Hewitt
 come with a free basic guarantee that covers penalties and interest
 if a tax debt amount is owed due to tax preparer error. The Gold
 Guarantee is an optional product that is over and above our basic
 guarantee that reimburses the customer for the additional tax
 liability or refund shortfall due to tax preparer error.

II. Jackson Hewitt's Extensive Disclosures About Its Bank Products

Jackson Hewitt believes that there already exists extensive disclosure and regulation regarding RALS. RALs, as loans, are subject to federal laws, including the Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, and Fair Debt Collection Practices Act, among others. These laws seek to ensure that every customer understands the terms and conditions of the loans and is treated in a fair, nondiscriminatory manner. The banks with which Jackson Hewitt works are regulated by the Office of the Comptroller of the Currency ("OCC"). The banks provide each customer

with federally required disclosures included in their bank application and Truth in Lending Act (TILA) statements, as well as other documents. The banks, not Jackson Hewitt, make the lending decision for a RAL, set the finance charge, and make the loan. All the banks' activities in this regard are subject to the regular OCC examination scrutiny. In addition, states such as Minnesota already impose additional requirements on disclosures for RALs. *See, e.g.*, MINN. STAT. § 270.30 (2005). Jackson Hewitt not only complies with these disclosure requirements but has implemented its own disclosures over and above what the state statute mandates.

Finally, in addition to the previously mentioned regulations, the IRS registers each franchisee and additional designated persons as authorized e-filers for each of their locations. As part of this process, the IRS conducts an FBI criminal background check of the individual, with fingerprinting, a credit history check, and IRS records check to ensure that the individual that is responsible for e-filing has all appropriate tax returns filed and balances paid and to identify instances of fraud and preparer penalties, as well as a history check for e-file non-compliance. All of this is done to provide an additional level of safeguard to taxpayers that go to authorized e-file locations to have their taxes prepared. Please note that these stringent requirements only apply to authorized e-filers and not all tax preparers that do not file returns electronically.

In addition to the federally required disclosures of costs and terms that are a part of every RAL bank application and the Minnesota state required disclosure (Exhibit 1), Jackson Hewitt's commitment to exceeding even these extensive disclosure laws are highlighted by our current disclosures to customers that note in clear language that bank products are not mandatory, that a refund anticipation loan is, in fact, a loan and

not a refund, and explain the cost of bank products and their alternatives. These disclosures include:

- a large-type, one page disclosure form given to the customer, which clearly and simply explains the nature of a refund anticipation loan, sets forth the Annual Percentage Rate ("APR") for the loan sought, and warns that this APR may be high when compared to other sources of credit. (Exhibit 2);
- large wall posters in our locations which show refund and loan options as well as the costs and APR associated with various example loan amounts. (Exhibit 3);
- deskmats on every tax preparers' desk facing the customer setting forth each product and service available at Jackson Hewitt, including first and foremost the ability to transmit a tax return in connection with the "IRS Direct" option at no additional cost (Exhibit 4); and
- information embedded in our proprietary decision tree computer software which requires our trained tax preparers to present timely information to customers about the range of available options.

We also are continuously training our tax preparers, franchisees, officer managers and other employees to make sure they can provide a clear explanation of each product so that the customer can make the best decision for his or her own situation.

In furtherance of our ongoing goal of best practices, we applaud the Chairman's efforts, that we understand are underway, to establish a Code of Ethics guided

by IRS Publication 1345 applicable to the tax preparation and tax-related financial products industry.

III. Our Bank Products Provide a Service to Our Customers

The financial products offered through Jackson Hewitt are made available to customers to provide them with valuable, convenient alternatives for the receipt of their refund or loan proceeds. Some of these products do provide our customers with funds more quickly than they would otherwise receive. For many of these customers, alternative sources of funds are limited or non-existent, and may be more costly. In addition many of our customers do not even have bank accounts.

We are aware of the concerns raised regarding the Earned Income Tax Credit (EITC). We believe the EITC form is one of the more complex forms to complete. The EITC does not help a family struggling with financial burdens if it is not properly claimed on that family's tax return. In fact, if this form is filled out incorrectly a taxpayer can lose their eligibility for up to ten years. This is why we take the preparation of the EITC forms seriously by building due diligence requirements into our software as well as educating people about the requirements such as the definitions of children, the support rules, and the member of the household rules. This is an important point since the IRS has a pre-audit exam process in place called revenue protection strategy that reviews the claims for EITC for a large number of families before the refund is distributed to the taxpayer due to the high incidence of fraud. The IRS has reported that erroneous EITC claims amount to approximately \$10 billion. In short, we strongly believe that the products and services we provide, and those of the banks that we offer, serve a significant and important role to address the tax preparation and financial needs of Americans. We,

however, are constantly looking to improve our policies, procedures, practices, products and services, and those of the banks that we offer in order to better serve our customers.

IV. Conclusion

Jackson Hewitt is committed to continuously working to implement industry best practices. In this regard, it is particularly valuable for us to meet with Congress, federal and state regulatory authorities, and community groups. In fact, Jackson Hewitt works closely with the IRS on a regular and ongoing basis to promote and grow the government's electronic filing initiative. In addition, we, like all software providers, speak with the IRS to build checks into our software and systems to help reduce fraud even before a return is filed.

We will continue to work with Congress, federal and state regulatory authorities, and community groups to ensure that not only are all legal obligations met, but that Jackson Hewitt continues to set standards in the industry.

The discussions with the Subcommittee staff have been particularly productive in this regard in advancing Jackson Hewitt's ongoing best practices initiatives. We are pleased that we have been able to outline some of the initiatives planned for the 2006 tax season.

Thank you again for allowing me the opportunity to testify today. I would be happy to answer any questions that you may have.

SANTA BARBARA BANK & TRUST (SBBT) REFUND PROCESSING AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT

(SBBT is a division of Pacific Capital Bank, N.A., P.O. Box 1270, Solana Beach, CA 92075)

A Program Available Through Jackson Hewitt Tax Service (R)

Page 1 of 5

IMPORTANT DISCLOSURES: PLEASE READ BEFORE YOU SIGN THIS AGREEMENT

If you are owed a federal tax refund, you have a right to choose how you will receive your money. There are several options available to you. Some options cost money and some options are free. Please read about these options below.

1. You can file your tax return electronically and obtain your refund <u>directly</u> from the IRS <u>for free</u>. If you file your return electronically, you can receive a refund check directly from the IRS within 21 to 28 days from the time you file your tax return or the IRS can deposit your refund directly into your bank account in as little as 9 to 16 days from the time you file your tax return. You do not have to obtain a RAL in order to take advantage of this option. If you choose this option, you will have to pay your tax preparer to prepare and file your tax return. The IRS cannot deduct and pay tax preparer fees from your refund on your behalf.

2. You can file your tax return electronically and have SBBT process your income tax refund <u>without</u> obtaining a RAL from SBBT. If you file your tax return electronically you can request the IRS to deposit your refund with SBBT. Upon receipt of your refund, SBBT will deduct and pay from your refund any fees charged by your tax preparer for the preparation and filing of your electronic tax return and any other amounts authorized by you and disburse the balance of your refund to you in as little as 9 to 16 days from the time you file your tax return. SBBT will deduct \$25 from your refund for this service (SBBT charges an additional \$10 to process your state refund).

3. You can file your tax return electronically and apply for a RAL from SBBT. If you file your tax return electronically and apply for and are approved for a RAL, the loan proceeds will be available to you in as little as 1 to 2 business days from the time you file your tax return. A RAL is a loan from SBBT in the amount of all or part of your refund. Your refund is used to pay back the loan. If SBBT does not receive your refund, you are responsible for paying back SBBT the full amount of the loan. If you apply and are approved for a Money Now advance on your RAL, up to \$1065 of your RAL proceeds will be available to you within 1 hour from the time you file your tax return. You do not have to apply for a Money Now RAL Advance in order to apply for a RAL.

PLEASE NOTE: The average repayment term for a RAL is 11 days. Because of the short repayment term, the Annual Percentage Rate (APR) on a RAL may be high compared to other sources of credit and it may cost less to use other sources of credit such as credit cards, equity lines, etc., instead of a RAL. Please refer to your Truth In Lending Act (TILA) disclosures and consult with your tax preparer to determine the cost of your RAL and/or Money Now RAL Advance before you accept any loan proceeds from SBBT.

4. Collection of an outstanding RAL, Money Now RAL Advance or Holiday Loan. If you have an outstanding unpaid RAL, Money Now RAL Advance or Holiday Loan with SBBT or any other RAL lender named in this application, SBBT will use this signed agreement as your authorization to deduct the amount of the outstanding debt from your refund and pay the outstanding amount to the appropriate lender on your your behalf prior to disbursing the remainder of your refund, if any, to you (if you applied for a RAL, your RAL application may also be denied). SBBT may be acting as a third party debt collector in collecting this debt. If you have an outstanding unpaid RAL, Money Now RAL Advance or Holiday Loan and do not want some or all of your tax refund to be used to repay this unpaid debt, do not sign this application. See Section 6 below for more information concerning the collection of outstanding debts.

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SBBT REFUND PROCESSING AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT (Page 2 of 5) APPLICANT INFORMATION (Complete for both taxpayers only if filing a joint return and application.)

Taxpayer's	Name	
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Social Security No.

Spouse's Name

Social Security No.

1. IRS REFUND PROCESSING: As used in this Refund Processing and Refund Anticipation Loan Application and Agreement ("Agreement") the term "you" and "your" refers to the person signing below as the "Taxpayer" (or, if this is a joint return, both "Taxpayers"). SBBT refers to Santa Barbara Bank & Trust, a division of Pacific Capital Bank, N.A., P.O. Box 1270 Solana Beach, CA 92075. You are having your 2004 federal (and state if applicable) income tax return electronically prepared and filed by your Jackson Hewitt Tax Service (Tax Preparer/Electronic Filer ("Tax Preparer") and hereby authorize SBBT to receive your income tax refund(s) on your behalf and to make disbursements from your refund(s) as authorized by this Agreement. You authorize SBBT to establish a deposit account (the "Account") in your name for the purpose of receiving a direct deposit of your refund from the Internal Revenue Service ("IRS") and/or state taxing authorities. If and when SBBT receives your income tax refunds, you authorize SBBT to deduct from your Account any amounts, fees and charges authorized by the IRS, you can expect your refund to be direct deposited with SBBT within 9 to 16 days from the time the IRS accepts your electronic tax return. If you apply for and are approved for a RAL and/or a Money Now RAL Advance, your RAL and/or Money Now RAL Advance proceeds will be disbursed to you using the same disbursement method selected below. **SBBT's federal refund processing fee is \$25**.

DISBURSEMENT METHOD:

____Accelerated Check Refund: If you choose this option, the balance of your Account or your RAL proceeds (if applicable) will be disbursed to you via an SBBT cashier's check printed by your Tax Preparer.

<u>Accelerated Direct Deposit</u>: If you choose this option, the balance of your Account or your RAL proceeds (if applicable) will be deposited directly to your bank account. Please enter your bank account information below. If you enter your bank account information incorrectly and your deposit is returned to SBBT, the Account balance will be disbursed to you via an SBBT cashier's check printed by your Tax Preparer. If the deposit is not returned to SBBT, you will be responsible for the loss.

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<u>Accelerated Card Refund (CashCard)</u>: If you choose this option, you authorize SBBT to transfer the balance of your Account or your RAL proceeds (if applicable) to Wright Express Financial Services, Inc. and its affiliates or authorized designees (collectively "WE") to allow you to participate in, and obtain your refund or RAL proceeds via, the Jackson Hewitt CashCard Program (the "Card Program") offered by JHI and WE through your Tax Preparer. In addition to SBBT's refund processing fee, there are other fees and charges that you will have to pay if you choose this option, including fees to access your funds. Please review the Jackson Hewitt CashCard Agreement and Disclosure Statement prior to selecting this option to learn of the maximum fees and charges that may apply and certain other terms and conditions.

____Accelerated Card Refund (Payroll Card): If you choose this option, you authorize SBBT to deposit the balance of your Account or your RAL proceeds (if applicable) to your Payroll Card bank account to allow you to obtain your refund or RAL proceeds via your Payroll Card.

2. ____STATE REFUND PROCESSING: If you are also filing your state tax return electronically and elect to have your state refund disbursed by SBBT, you hereby authorize your 2004 state refund amount to be directly deposited from the appropriate state agency to the Account and disbursed to you using the disbursement method selected above. SBBT's state refund processing fee is \$10.

3. ____REFUND ANTICIPATION LOAN ("RAL") APPLICATION AND AGREEMENT: In addition to choosing to have your refund processed as described above, you are requesting a loan from SBBT in the amount of your 2004 IRS income tax refund (the maximum loan amount is \$7000). If you are approved for a loan under this option, your loan proceeds minus authorized deductions will be disbursed within 24 hours after the IRS accepts your electronic tax return using the disbursement method you selected above. If SBBT is unable to approve a RAL for you in the full amount of your refund, you agree that SBBT may provide a RAL to you in a lesser amount at SBBT's discretion. If you are approved for a RAL, you authorize SBBT to collect the outstanding RAL from your Account upon receipt of your IRS refund. If SBBT does not receive your IRS refund, you will remain obligated to SBBT for the entire RAL amount. The finance charge for a RAL is equal to 3% of the total loan amount but not less than \$10 or more than \$80. The finance charge will be increased by \$10 if the tax refund includes Earned Income Credit (EIC). The finance charge, federal refund processing fee and any other fees and charges authorized by this Agreement will be deducted from the RAL before the RAL proceeds are disbursed to you. If you are approved for a RAL, including your obligation to repay all amounts loaned to you.

4. ____MONEY NOW RAL ADVANCE: In addition to applying for a RAL, you are requesting SBBT to advance up to \$1065 of your expected RAL proceeds to you before your tax return has been accepted by the IRS. You acknowledge that if your request for a Money Now RAL Advance is approved, the RAL advance amount will be disbursed to you within one hour after your loan application and tax return have been filed using the disbursement method you selected above. If both your RAL and your Money Now RAL Advance are approved, you authorize SBBT to pay the RAL advance amount from the proceeds of your RAL and increase the RAL finance charge by \$35. If you are approved on your Money Now RAL Advance but denied on your application for a RAL, the outstanding RAL Advance amount, the Money Now RAL Advance fee of \$35 and any other fees and charges authorized by this agreement, including the \$25 federal refund processing fee, will be deducted from your Account if and when SBBT receives your IRS refund. If SBBT does not receive your IRS refund your full RAL advance amount and the \$35 Money Now RAL Advance fee will be due and payable on demand.

SBBT REFUND PROCESSING AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEME	NT (Page 3 of 5)
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5. CONSENT/AUTHORIZATION: If you apply for and are approved for a RAL, you authorize SBBT to deduct from your Total Refund Anticipation Loan Amount the Total Fees and Charges shown on Line (i) below and any amounts due pursuant to Section 6 and disburse the balance of the loan proceeds to you in accordance with the disbursement method selected above. The actual loan amount, amount financed, finance charge, APR, and fees will be disclosed to you on your Truth-In-Lending Disclosure Form. When SBBT receives your 2004 federal tax refund, you authorize SBBT to deduct from your Account the Total Refund Anticipation Loan Amount disclosed on your Truth-In-Lending Form prior to disbursing the balance of your Account to you. If SBBT does not receive all or part of your tax refund, you will be responsible for paying off the loan amount still outstanding. Denied RAL: If your loan is denied, you authorize SBBT to deduct from the Account the Total Fees shown on Line (g) below and any outstanding amounts described in Section 6, prior to disbursing the balance of the Account to you (state refund processing fee will only be deducted from the Account after the state refund is received).

a.	Tax preparation and electronic filing fees (payable to your Tax Preparer)	\$
b.	Documentation fees (payable to your Tax Preparer)	\$
c.	SBBT federal refund processing fee*	\$ * A portion of these fees may
d.	SBBT state refund processing fee*	\$ be shared with Jackson Hewitt,
e.	Additional products and services purchased from Jackson Hewitt, Inc.	\$ Inc., and your tax preparer.
f.	Other	\$
g.	Total Fees	\$
h.	Total Estimated Prepaid Finance Charge (payable to SBBT)*	\$
i.	Total of Fees and Finance Charge	\$

6. a. COLLECTION OF AN OUTSTANDING RAL. You authorize JHI and SBBT to exchange information about your current and prior RALs with other RAL lenders including Bank One, N.A., Beneficial National Bank/Household Bank, Imperial Capital Bank, First Republic Bank, First Security Bank, River City Bank, First Bank of Delaware, and Republic Bank & Trust Company/ Refunds Now. If you have outstanding unpaid RALs from prior years with SBBT or any one or more of these lenders that have not been discharged in bankruptcy, you irrevocably authorize SBBT to deduct from the Account, after deducting the applicable fees as set forth in Section 5, the total amount due on the prior year RALs and forward such amount(s) to the appropriate RAL lender(s) prior to disbursing the balance of the Account to you.*

b. COLLECTION OF OUTSTANDING TAX PREPARER FEES: If you still owe fees to a Tax Preparer for preparing your prior year federal (and state if applicable) tax return, you authorize SBBT to deduct the amount of the outstanding fees from your RAL proceeds after the applicable fees in Section 5 and amounts pursuant to 6(a) and (c) have been deducted and prior to disbursing the balance of your RAL proceeds to you or, in the event your RAL is denied and your refund is processed according to Section 1, you authorize such outstanding Tax Preparer fees to be deducted from the Account after the applicable fees as set forth in Section 5 and amounts in Section 4 and Section 6(a) and (c) have been deducted from the Account and prior to disbursing the balance of the Account to you.*

c. COLLECTION OF OUTSTANDING HOLIDAY LOAN: If you (either Taxpayer if this is a joint return) have an outstanding loan ("Holiday Loan") provided by SBBT, imperial Capital Bank, Household Bank or HSBC Bank USA, N.A. under the Holiday Express Loan Program and the Holiday Loan has not been discharged in bankruptcy, you authorize SBBT to deduct from your RAL proceeds or the Account, after deducting the applicable fees and charges disclosed in Section 5, the total amount due on the Holiday Loan and apply it towards your outstanding Holiday Loan balance with SBBT or forward the amount to HSBC Bank USA, N.A. prior to disbursing the balance of the RAL proceeds or Account to you.*

* You understand that SBBT may be acting as a third party debt collector hereunder in attempting to collect a debt pursuant to Section 6 and may use your authorization pursuant to this Agreement and any information obtained in connection with this Agreement to collect a delinquent RAL, Holiday Loan or Tax Preparer fees as noted above.

7. SHARING INFORMATION: You authorize Jackson Hewitt Tax Service, the preparer and transmitter of your tax return and the IRS (or state taxing authority) to disclose your 2004 tax return or refund information to SBBT. You acknowledge that SBBT may share information about you with a) Jackson Hewitt Tax Service, the preparer and transmitter of your tax return and with other third parties to the extent necessary to process your product request and b) financial institutions who are performing third-party debt collection on behalf of SBBT. This sharing is not subject to your consent or right to opt out. By signing below, you consent to SBBT, Jackson Hewitt Tax Service, the preparer and transmitter of your tax return, and other RAL lenders sharing information about you with each other from time to time, including without limitation for the purposes of underwriting RALs and other loans and to offer you other products and services. You may revoke this consent by contacting SBBT in writing at P.O. Box 1270, Solana Beach, CA 92075. <u>California residents will be asked to sign a separate consent.</u> Consumer Reports: By signing below, you authorize SBBT or Jackson Hewitt Tax Service to obtain consumer reports on you from time to time in connection with your RAL or to offer you additional products or services.

8. IDENTIFICATION OF TAXPAYER: You hereby certify that you have presented your Tax Preparer with one form of picture I.D. issued to you by a government agency and your valid social security card or IRS label showing your name and SSN and, if you are claiming dependents, valid social security cards for each dependent claimed on your tax return.

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9. SECURITY INTEREST AND ASSIGNMENT. You hereby assign to SBBT your 2004 federal income tax refund, your Account, and all funds deposited therein, to the extent necessary to reimburse SBBT for your RAL or Money Now RAL Advance and/or facilitate collection by SBBT of any other amounts pursuant to this Agreement. You also grant SBBT a security interest in the same. You agree that SBBT may assign, sell or transfer its ownership of the RAL and all or part of its rights arising under this Agreement to a third party or affiliate of SBBT and that SBBT may make any transfers from the Account necessary to accomplish the assignment, sale or transfer. You may not revoke this security interest or any assignment.

10. MISCELLANEOUS. (a) The provisions in this Agreement survive the issuance of the ACR check, the approval of this Agreement and the execution and delivery of the RAL proceeds. (b) The enforcement and interpretation of this Agreement and the transactions contemplated herein (including, without limitation, the applicable interest rate) shall be governed by the laws of the State of California applicable to contracts executed and to be performed entirely in the State of California by residents of the State of California, without regard to the conflicts of laws, and, to the extent applicable, by the laws of the United States of America. (c) You agree to pay any costs of collection, including reasonable attorneys' fees, if the RAL is not paid when due.

11. CERTIFICATION. You hereby certify that: (a) you are not delinquent in the payment of taxes, either individual or business, to the IRS or any state agency; (b) you are not delinquent in the payment of any child support or alimony; (c) you are not delinquent in the payment of any student loans, Veteran Administration loans or other Federally sponsored loans; (d) you have not previously filed a 2004 federal income tax return; (e) you have not paid any estimated tax and/or did not have any portion of your 2003 refund applied to your 2004 taxes; (f) you are of legal age to enter into contracts in the State where you reside; (g) you do not have a power of attorney presently in effect or on file with the IRS to direct your federal tax refund to any third party; (h) you have read all documents relating to this Agreement, including disclosure statements; and (i) you are not presently making regular payments or are delinquent in making such payments to the IRS for unpaid taxes in prior years.

12. ACKNOWLEDGEMENT REGARDING TAX PREPARER AND JHI. You agree that neither your Tax Preparer nor JHI is acting as your agent or is under any fiduciary duty to you regarding this Application or your RAL. Among other things, you agree and consent to the receipt by your Tax Preparer and/or JHI of fees as set forth in this Agreement.

SIGNATURES: By signing below, you acknowledge that everything you have stated in this Agreement is true and correct. You acknowledge that you have read and understand and agree to each of the terms and conditions herein. If approved for a RAL, you promise to pay upon demand or from the account the "Total Loan Amount" disclosed on your RAL Truth-in-Lending disclosure form. You acknowledge receiving a completed copy of this Agreement and, among other things, consent to the collection authorizations in Section 6 above and the certification in Section 11 above. If you are applying for a RAL, you also acknowledge receiving a Truth-in-Lending form which includes additional important disclosures, terms and conditions concerning your RAL and you acknowledge that you have read and understand these additional disclosures and agree to the terms and conditions therein. If you apply for and receive a RAL and/or a Money Now RAL Advance and the tax refunds deposited to your account are insufficient to reimburse SBBT for your RAL and/or Money Now RAL Advance, you promise to pay your RAL and/or Money Now RAL Advance immediately upon demand. If you elected to participate in the Payroll Card program or the CashCard program, you acknowledge that you have received, read, understand and agree to the terms and conditions applicable to those programs.

X		X	
Signature of Taxpayer	Date	Signature of Joint Taxpayer (if joint application)	Date

Witness (Tax Preparer)

Date

PLEASE NOTE: YOUR RAL OR MONEY NOW RAL ADVANCE CAN BE DECLINED BY SBBT!

If you applied for a RAL and your RAL request is denied or if you decline to accept your RAL proceeds for any reason, SBBT will keep your Account open to receive your tax refund(s) and in the event that SBBT receives your tax refund(s), SBBT will process your tax refund(s) and make deductions and disbursements from your Account in accordance with the terms and conditions of this Agreement. If you applied for a RAL and a Money Now RAL Advance is declined, SBBT will continue to process your RAL request in accordance with the terms and conditions of this Agreement and the RAL Truth-in-Lending Disclosure provided with this application. If your request for a Money Now RAL Advance is approved but your RAL request is denied (e.g., the IRS acknowledgment indicates that your tax refund is going to be offset to pay outstanding taxes or government agency debt), SBBT will keep your Account open to receive your tax refund(s) and, in the event that SBBT receives your tax refund, SBBT will process your Money Now RAL Advance and your tax refund in accordance with the terms and conditions of this Agreement and the Money Now RAL Advance and your tax refund in accordance with the terms and conditions of this Agreement and the Money Now RAL Advance and your tax refund in accordance with the terms and conditions of this Agreement and the Money Now RAL Advance and your tax refund in accordance with the terms and conditions of this Agreement and the Money Now RAL Advance Truth-in-Lending Disclosure.

FEDERAL ELECTRONIC FUND TRANSFER ACT DISCLOSURES: The Federal Electronic Fund Transfer Act provides you with certain rights and obligations regarding the preauthorized federal and state income tax refund that will be electronically deposited into your Account established at SBBT for that purpose. If you believe that there is an error or if you have a question about your Account, write to Santa Barbara Bank & Trust, P.O. Box 1270, Solona Beach, California 92075 or telephone (888) 353-7228 and provide SBBT with your name, a description or explanation of the error and the dollar amount of the suspected error. SBBT will advise you of the results of its investigation within 10 business days.

USA PATRIOT ACT DISCLOSURE: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When we open an account for you for the purpose of receiving your IRS refund deposit or if you apply for one of our products, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

TRUTH IN SAVINGS DISCLOSURE: The Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) 2004 federal (and 2004 state, if applicable) income tax refund. No fee is charged for opening the Account. No other deposits may be made to the Account. No withdrawals will be allowed from the Account until all disbursements and payments authorized by this agreement have been made. No interest will be paid on the deposit. The Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you.

New York Residents: A credit report may be requested in connection with your Agreement. At your request SBBT will tell you whether or not a credit report was obtained and, if so, the name and address of the credit reporting agency that furnished the report. Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Wisconsin Residents: Wisconsin law provides that no agreement, court order, or individual statement applying to marital property will affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the adverse provision.

Santa Barbara Bank & Trust Privacy Notice

Dear Customer: In the process of applying for a tax-related bank product from Santa Barbara Bank & Trust (SBBT), you were required to provide us with information about yourself and we obtained information about you from others. The Federal Financial Privacy Law requires us to provide you with this statement. In this Privacy Notice, "Confidential Information" means most non-public personally identifiable information about you. This Notice applies only to individuals who have applied for a tax-related bank product from SBBT. We may change our privacy policy at any time, giving you any notice that may then be required.

Confidential Information we collect. The Confidential Information that we collect about you includes information in your application and your tax return in each year that you applied for a tax-related financial product, such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transactions with us, other lenders, tax preparers and similar providers, such as payment histories or balances due or tax information. We may also collect information concerning your credit history from a credit-reporting agency.

Information we share and with whom. We may disclose your Confidential Information to nonaffiliated third parties as permitted by law. SBBT and other tax-related bank product providers may disclose information to each other about their experiences with you in order to collect outstanding tax-related loans or tax preparation fees, or to prevent actual or potential fraud, unauthorized transactions, claims or other liability. We may also disclose Confidential Information with your consent or as otherwise permitted by law. Your signed bank product application and agreement included a consent to certain sharing of information. You may revoke that consent by notifying us at any time. If you revoke, we will continue the processing of any pending application but we will not share the information you asked us not to share unless otherwise permitted by law.

Former customers. These policies continue to apply after you become a former customer.

Joint marketing. We may disclose all of the Confidential Information that we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing arrangements. Before we share Confidential Information with any of these companies, we require that they agree in writing to protect the information and limit its use to the business purpose of our agreement with them.

Security procedures we use to protect your Confidential Information. Inside SBBT, your information is accessible only to employees who need the information in order to process your product request, answer your questions or determine the types of additional products or services that we think may interest you. We have a formal Code of Ethics and train our employees on their responsibility to maintain the privacy of your Confidential Information. We also maintain physical, electronic and procedural safeguards and that comply with federal standards to guard your Confidential Information.

Questions? If you have any questions regarding our Privacy Policy, please call 888-353-7228.

Name:	, <i>,,</i> , _ ,
Name:	

	SSN:	
-		
	SSN:	

REFUND ANTICIPATION LOAN (RAL) TRUTH-IN-LENDING (TILA) DISCLOSURE FORM

In this TILA disclosure, the term "you", "your" and "yours" refer to the applicant(s). The words "we", "us" and "our" refer to Santa Barbara Bank & Trust (SBBT), a division of Pacific Capital Bank, N.A, P.O. Box 1270, Solana Beach, CA 92075. If you are applying for and are approved for a Refund Anticipation Loan (RAL), the following important Truth-In-Lending (TILA) disclosures apply to your RAL. A RAL is a loan.

ANNUAL PERCENTAGE RATE*	FINANCE CHARGE	Amount Financed
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you
The cost of your credit as a yearly rate	The dollar amount the creat will cost you	on your behalf
		on your bonan
%	\$	\$
/	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Payment Schedule: One payment equal to	\$ will be due when the IRS	S makes a direct deposit of your tax refund with
SBBT which should occur approximately 11 d	ays from the day your RAL is disbursed.	
	· · · • • • • • • • • • • • • • • • • •	
,	I Bank, N.A. and the creditor in this loan transaction.	
	be entitled to a refund of part or all of the Finance (
	be granting SBBT a security interest in your federal	
-	in your REFUND PROCESSING AND REFUND AN	TICIPATION LOAN APPLICATION AND
AGREEMENT ("AGREEMENT").		
-	ments for any additional information about nonpayn	nent, default, any required repayment in full before
the scheduled date, and prepayment rebates	and penalties.	
* All numerical disclosures are estimates		· · · · · · · · · · · · · · · · · · ·
· · · · · · · · · · · · · · · · · · ·	ITEMIZATION OF AMOUNT FINANCED	
1. Amount paid directly to you (estimation)	ate*)	\$
2. Tax preparation and filing fees (paid	-	\$
3. Documentation fees (paid to your Ta		\$
4. SBBT federal refund processing fee		\$
5. Additional products or services pure	chased from Jackson Hewitt, Inc. (JHI)	\$
6. Money Now RAL Advance (Paid to	SBBT)	\$
7. Other:		\$
8. Amount Financed (add 1-7)		\$
9. Total Prepaid Finance Charge (ite	mized below)	\$
SBBT Bank Fee **	\$	
Tax Preparer's Money Now RAL Ad	vance processing fee \$	
10. Total Loan Amount (8 + 9)		<u>م</u>
(loan amount you are applying for)	way may be least if you awa any autotanding dabta	that you have outhorized up to callest from your
RAL proceeds.	you may be less if you owe any outstanding debts	that you have authorized us to collect from you
	ay be shared with your tax preparer and the transmi	tter of your tax return
	MENT has been signed and transmitted to SBBT and SBBT ha	
		apporary deposit account to receive your IRS refund and SBBT will
		t on Line 1 to you in accordance with the disbursement method
		by the amount of those fees (please refer to your disbursement
	RAL is approved and disbursed to you and SBBT subsequently	
		rsement. If your loan is denied, your deposit account will be kept
open to receive your tax refund. If and when the tax refu	nd has been deposited by the IRS to your deposit account, SE	3BT will make all deductions authorized by your AGREEMENT
and disburse the balance of the deposit account to you in	accordance with the disbursement by you. SBBT has no cont	rol over and cannot guarantee if or when the IRS will issue you a

refund or what the amount of your expected tax refund will be.

BY SIGNING BELOW, I (we, if joint return filed) acknowledge that I have received these TILA disclosures concerning my RAL. I understand that these disclosures will apply to my RAL if I am approved for a RAL and I agree to each of the terms in this TILA disclosure and to each of the terms in my signed AGREEMENT.

<u>X</u>____

F 12/14/04

"NOTICE"

This is a loan. The annual percentage rate (APR), based on the estimated payment period is ______%.

Your refund will be used to repay the loan. As a result, the amount of your refund will be reduced by ______ for fees, interest and other charges.

You can get your refund in about two weeks if you file your return electronically and have the Internal Revenue Service send your refund to your own bank account.

I hereby acknowledge the above:

Χ.....

Taxpayer

X_____ Spouse

(Witness) Tax Preparer

(Tax preparer's signature is required and all blank fields above must be filled in.)

This form is provided as a courtesy by Santa Barbara Bank & Trust (SBBT), a division of Pacific Capital Bank, N.A., P.O. Box 1270, Solana Beach, CA 92075. SBBT does not make any representations or warranties that this document complies with the disclosure requirements for RALs under Minnesota law. Please seek the opinion of your own attorney as to its sufficiency for that purpose.

IMPORTANT DISCLOSURES: PLEASE READ THIS BEFORE YOU APPLY FOR A REFUND ANTICIPATION LOAN

You have received this important disclosure because you have requested a refund anticipation loan. A refund anticipation loan is a loan that you have to pay back.

You do not have to apply for a refund anticipation loan in order to receive your IRS refund.

If you file your tax return electronically, the IRS can deposit your refund directly into your bank account in as little as 11 to 17 days from the time you file your tax return, or you can receive a full refund check in the amount of \$_____ directly from the IRS within 21 to 28 days from the time you file your tax return.

If you choose to receive your refund directly from the IRS you will have to pay your tax preparer \$______ in advance for preparing your taxes and filing your tax return.

If you sign an application for a refund anticipation loan and your application is approved, you will be taking out a loan in the amount of \$_____. This is the amount of money you will have to pay back regardless of how much money you actually receive in your tax refund.

\$_____ will be deducted from the loan amount to pay the loan finance charge and to pay your tax preparer for preparing and filing your tax return or any other applicable fees.

Only \$______ of the amount you borrow will actually be paid to you. Even though you receive less than the amount you are borrowing, you will still be responsible for paying back the total loan amount if your IRS refund is not enough to pay off your loan.

The Annual Percentage Rate (APR) for a loan of this amount is _____%. The Annual Percentage Rate (APR) on a refund anticipation loan may be high compared to other sources of credit and it may cost less to use other sources of credit such as credit cards, equity lines, etc., instead of a refund anticipation loan.

If you are approved for a refund anticipation loan, you can expect to receive your loan proceeds within 48 hours from the time your tax return is filed.

 X______
 X______

 Taxpayer Signature
 Date

Joint Taxpayer (if joint return filed)
Date

F 11/24/04

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REFUND ANTICIPATION LOAN DISCLOSURES

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A Refund Anticipation Loan, ("RAL"), is a short-term loan offered by Santa Barbara Bank & Trust (the "Bank"), a division of Pacific Capital Bank, N.A. Before you apply for a RAL, please read the following important disclosures.

IMPORTANT DISCLOSURES

1. You can file your tax return electronically and obtain your refund <u>directly</u> from the IRS <u>without</u> obtaining a RAL. If you file your tax return electronically the IRS may deposit your refund directly into your bank account in as little as 11–17 days from the time you file your tax return or you can receive a refund check directly from the IRS approximately 21–28 days from the time you file your tax return. This option requires out-of-pocket payment of all fees related to your tax preparation service. The IRS cannot deduct and pay tax preparer fees from your refund on your behalf.

2. You can file your tax return electronically and have the Bank process your income tax refund <u>without</u> obtaining a RAL. If you file your tax return electronically, you can request the IRS to deposit your refund with the Bank. Upon receipt of your refund, the Bank will deduct and pay from your refund any fees charged by your tax preparer for the preparation and filing of your electronic tax return and any other amounts authorized by you and disburse the balance of your refund to you by either direct deposit into your bank account in approximately 13–19 days or by check in about 11–17 days from the time you file your tax return. The Bank will deduct \$25 from your refund for this service (the Bank charges an additional \$10 to process your state refund).

3. You can file your tax return electronically and apply for a RAL. If you file your tax return electronically and apply for and are approved for a RAL, the loan proceeds will be available to you in as little as 24 hours from the time you file your tax return. A RAL is a loan from the Bank in the amount of all or part of your refund. Your refund is used to pay back the loan. The average repayment term for a RAL is 11 days. The Bank's finance charge for a RAL is equal to 3.0% of the RAL, but not less than \$10 or more than \$80. The finance charge will be increased by \$10 if the tax refund includes Earned Income Tax Credit (EITC). See the chart below for a representative range of costs of RALs. If you apply and are approved for a Money NowSM Loan advance on your RAL, up to \$1065 of your RAL proceeds will be available to you within 1 hour from the time you file your tax return for a \$35 bank fee. You do not have to apply for a Money NowSM Loan in order to apply for a RAL.

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4. A RAL is a loan. You are responsible for repaying the RAL and RAL fees in the event the IRS does not pay your refund in whole or in part.

<u>Representative Range of Refund Anticipation Loan Amounts and Finance Charge*</u>

In the example below, the Bank's finance charge is equal to 3.0% of the RAL but not less than \$10 or more than \$80. The Finance Charge has been increased by \$10 assuming that the tax refund includes Earned Income Tax Credit (EITC). If a Money Now[™] Loan was also applied for and approved, the Finance Charge would be increased \$35 and the APR would be higher than that shown.

Total Loan Amount	Amount Financed	FINANCE Charge	Estimated Payment Period	ANNUAL PERCENTAGE RATE
\$ 500.00	\$ 475.00	\$25.00	11 days	174.64%
\$ 750.00	\$ 717.00	\$33.00	11 days	152.72%
\$1000.00	\$ 960.00	\$40.00	11 days	138.26%
\$1500.00	\$1445.00	\$55.00	11 days	126.30%
\$2000.00	\$1930.00	\$70.00	11 days	120.35%
\$3000.00	\$2910.00	\$90.00	11 days	102.62%

*In addition to the finance charge, the Bank charges a federal refund processing fee of \$25. In addition, your tax preparer will charge a tax preparation fee and may charge an application fee in connection with the RAL. If approved for a RAL, you will receive a Truth-In-Lending disclosure with your check or on a separate disclosure form that you must sign. This disclosure will list the actual Finance Charge, Annual Percentage Rate and other fees and charges associated with your RAL transaction.

ANTE INS Direct	Accelerated Check Refund (ACR)	Assisted Direct Deposit
Receive your tax refund check directly from the IRS. If you use direct deposit, your refund will be in your bank account within 11-17 days. Or have your refund mailed to you in about 21 days. FREE electronic filing with paid tax preparation. If you choose IRS Direct, tax preparation fees must be paid UTES upfront.	With our ACR service, you can have your refund in about 11-17 days. There are no out-of-pocket expenses because all fees are deducted from your refund. FREE electronic filing with paid tax preparation. Additional fees and conditions apply.	Have your refund deposited clirectly into your bank account in approximately 13-19 days. There are no out-of-pocket expenses because all fees are cleducted from your refund, and it's one less trip you'll have to make. <u>FREE</u> electronic filling with paid tax preparation. Additional fees and conditions apply.
Jackson Hewitt CashCard	Refund Anticipation Loan (RAL)	Money Now Loan
You automatically qualify for the CashCard ⁺ , debit MasterCard ⁺ when you're approved for our Money Now ⁵⁴ , RAL or ACR prod- ucts. Money is automatically loaded into your card account. Use the card to make purchases wherever MasterCard ⁺ is accepted or to withdraw money from select banks and ATMs. Fees apply.	Get a loan in the amount of your tax refund in as little as one day (up to \$7,000). With a RAL you receive money with all bank fees and other charges deducted from your loan proceeds, so there are no out-of-pocket expenses.	Get up to \$1,100 in minutes with a Money Now ^{sa} loan.* Just walk in with your tax return and walk out with money. It's quick it's easy and there's no faster way to get money at tax time. *RAL upplication and Form W-2 required. Money Now, RAL/ACR bank product fees and other charges deducted from loan proceeds.
Gold Guarantee	Flex-Pay Programs	Holiday Express Loan Program
Enjoy worry-free tax preparation. With the Gold Guarantee", if an error is made in the preparation of your tax return, then you will be reimbursed up to \$6,000 for any additional taxes owed. Exclusions apply. Refer to the Gold Guarantee certificate for complete terms and conditions.	Owe money at tax time? Paying your taxes is easy and convenient with the Jackson Hewitt' Flex-Pay ^{sa} Program. Choose from several options including a 90-day, same-as-cash Flex Loan ^{sa} . Ask your tax preparer how the Flex-Pay Program ^{sa} can help you. Terms and conditions apply.	Qualify for HELP [*] and get up to \$500 with no out-of-pocket expenses [*] . Then come back to Jackson Hewitt at tax time. Qualify for a RAL or ACR and use it to pay off your HELP loan. "Subject to qualification. Maximum loan amount is \$575 for pre-opproved, prior-year customers; \$375 for all other applicants. All lees deducted from loan proceeds. Purchase of tox preparation is not required.
All loan products provided by Santa Barbara Bank & Trust or HSBC Bank USA. N.A. Subject to avalification Refer to annivortion	24	for complete terms and conditions. Most officer are independently owned and one-and

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