

**STATE OF ILLINOIS  
DEPARTMENT OF FINANCIAL & PROFESSIONAL REGULATION  
DIVISION OF FINANCIAL INSTITUTIONS**

In the Matter of )  
 )  
Legal Helpers Debt Resolution LLC ) No. 10CC311  
a/k/a Macey Aleman Hyslip & Searns )

To: Legal Helpers Debt Resolution LLC  
a/k/a Macey Aleman Hyslip & Searns  
233 South Wacker Drive, Suite 5150  
Chicago, IL 60606

**CEASE AND DESIST ORDER**

The DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION, DIVISION OF FINANCIAL INSTITUTIONS (DFI), having conducted an investigation related to the business conducted by Legal Helpers Debt Resolution, LLC a/k/a Macey Aleman Hyslip & Searns (Legal Helpers) pursuant to the Debt Settlement Consumer Protection Act, 225 ILCS 429/1 to /999, (the “Act”) and pursuant to 38 Ill. Admin. 145.5 to 145.130 (the “Code”), hereby issues this order for violations of the Act and Code.

**STATUTORY PROVISIONS**

1. Section 10 of the Act states in relevant part:

“Debt settlement provider” means any person or entity engaging in, or holding itself out as engaging in, the business of providing debt settlement service in exchange for any fee or compensation, or any person who solicits for or acts on behalf of any person or entity engaging in, or holding itself out as engaging in, the business of providing debt settlement service in exchange for any fee or compensation. “Debt settlement provider” does not include: (1) attorneys licensed, or otherwise authorized, to practice in Illinois who are engaged in the practice of law. . . .

2. Section 15 of the Act states that it is unlawful to act as a debt settlement provider without a license.
3. Section 80(c) of the Act provides that the Secretary may, after 10 days notice by registered mail, fine an unlicensed entity in an amount not exceeding \$10,000 per violation of the Act or the Code.

4. Section 83 of the Act provides that any unlicensed entity or person who engages in conduct requiring a license under this Act shall be liable to DFI in an amount equal to the greater of \$1,000 or four times the amount of the consumer debt enrolled.
5. Section 95 of the Act gives the Secretary the power to issue cease and desist orders to stop unlicensed persons and entities from violating the Act.
6. Section 125 of the Act addresses fees that may be charged by a debt settlement provider. Subsection (b) states that a debt settlement provider shall not charge a consumer any upfront fees of any kind except for a one-time enrollment fee of no more than \$50. Subsection (c) prohibits a debt settlement provider from charging a settlement fee in an amount greater than 15% of the savings. Subsection (d) states that a debt settlement provider shall not collect any settlement fee from a consumer until a creditor agrees to and receives the funds pursuant to a settlement negotiated by the debt settlement provider.
7. Section 150(c) of the Act states that any contract for debt settlement service that does not comply with the Act shall be treated as void, and may not be enforced by any federal or State court or any other person. Upon notice of a void contract, the debt settlement provider shall remit a refund to the consumer as if the contract had been cancelled.
8. Section 145.70(b) of the Code states that a debt settlement provider shall not take an appointment as attorney in fact or power of attorney.

#### **FACTUAL FINDINGS**

9. Legal Helpers is a Nevada limited liability company with its principal place of business at 233 S. Wacker Drive, Suite 5150, Chicago, Illinois 60606. Legal Helpers is also known as Macey Alman Hyslip & Searns and is engaged in the debt settlement business in Illinois.
10. Eclipse Servicing, Inc. (Eclipse) is a Florida for-profit Corporation with its principal place of business at 5010 W. Carmen Street, Third Floor, Tampa, Florida 33609.
11. On July 19, 2010, Legal Helpers entered into a retainer agreement (Agreement) with an Illinois resident (T.G.) to provide debt settlement services. The Agreement was signed by Jeffrey Hyslip on behalf of Legal Helpers. See Exhibit A attached hereto and made a part of this order
12. DFI has information that from August 2010 to October of 2010, Legal Helpers entered into debt settlement agreements with at least 314 Illinois consumers.
13. DFI has information that Jeffrey Hyslip signed most, if not all, of the 314 debt settlement agreements entered into with Illinois consumers.

14. Jeffrey Hyslip is not licensed to practice law in the State of Illinois. See Exhibit B attached hereto and made a part of this order. Pursuant to Section 10 of the Act, an attorney licensed to practice in Illinois who is engaged in the practice of law is exempt from the licensure requirement of Section 15.
15. Legal Helpers charged T.G. an “initial flat fee retainer payment” of \$500, and a \$50 monthly maintenance fee. In addition, Eclipse charged a service fee of 15% of the total scheduled debt to be paid in installments commencing immediately upon preparation of the debt resolution plan. See Paragraph VIII of Exhibit A.
16. T.G. executed a special limited power of attorney that gives Legal Helpers and its designees the authority to negotiate and settle her accounts with creditors. See Exhibit A.
17. DFI has information that between August 13, 2010, and May 20, 2011, T.G. paid \$3,411.92: \$3,121.91 in fees and only \$290.01 set aside for the payment of debt.
18. DFI has information that neither Legal Helpers nor its third party assigns settled any of T.G.’s debts.
19. Despite the name, “*Legal Helpers*”, the company does not provide legal representation to consumers or otherwise act in an attorney capacity. See Exhibit A.
20. Legal Helpers is not and has never been licensed by DFI pursuant to the Act.

#### **LEGAL CONCLUSIONS**

21. Legal Helpers violated Section 15, Section 125(b)-(d), and Section 145(1) of the Act, and Section 145.70(b) of the Code.
22. Legal Helpers cannot avail itself of the exception for attorneys provided in Section 10 of the Act.
23. Jeffrey Hyslip cannot avail himself of the exception for attorneys provided in Section 10 of the Act.

#### **NOW IT IS HEREBY ORDERED THAT,**

1. Legal Helpers shall **CEASE AND DESIST** from engaging in the debt settlement business without the proper license.
2. Legal Helpers shall pay a **FINE** in the amount of \$314,000.00 (314 Illinois clients at \$1,000.00 each) to the Illinois Department of Financial and Professional Regulation, Division of Financial Institutions by **August 30, 2011**. Payment shall be by money order, payable to the Illinois Department of Financial and Professional Regulation, Division of Financial Institutions and shall be delivered to the Consumer Credit

Supervisor at the Illinois Department of Financial and Professional Regulation, Division of Financial Institutions, 100 W. Randolph Street, 9<sup>th</sup> Floor, Chicago, Illinois 60601.

3. Legal Helpers is ordered to **PRODUCE DOCUMENTS** to the DFI consisting of any and all records, files, account statements, and documents containing information relevant to the accounts of all active Illinois consumers since August 3, 2010. Legal Helpers shall provide a copy of its non-exclusive reciprocal agreement with Eclipse. Legal Helpers shall provide a list of all third party entities that service Legal Helpers' Illinois clients, any and all agreements between or applicable to said third party entities, and any and all agreements to provide debt settlement services to Illinois clients. Legal Helpers shall provide copies of all advertising, mailings, fliers and any other type of solicitation or advertisement Legal Helpers is using or has used since August 3, 2010 to solicit Illinois consumers. Legal Helpers is ordered to report to the DFI any and all debt settlements, including settlement amounts, negotiated for Illinois consumers since August 3, 2010. All documents requested pursuant to this paragraph shall be produced by August 30, 2011, and delivered to the Consumer Credit Supervisor at the Illinois Department of Financial and Professional Regulation, Division of Financial Institutions, 100 W. Randolph Street, 9<sup>th</sup> Floor, Chicago, IL 60601.
4. Legal Helpers is **LIABLE** to the Department for an amount equal to four times the total amount of Illinois consumer debt that Legal Helpers enrolled in debt settlement plans.
5. Beginning August 3, 2010, all existing contracts entered into between Legal Helpers and Illinois consumers for debt settlement services are unlawful and therefore declared **VOID**. Legal Helpers shall pay full **RESTITUTION** to all said Illinois consumers.

Pursuant to Section 95(c) of the Act, the Secretary shall serve notice of his action, including a statement of the reasons for his actions either personally or by certified mail, return receipt requested. Service by mail shall be deemed completed if the notice is deposited in the U.S. Mail. Within 10 days after service of the cease and desist order, the licensee or other person may request, in writing, a hearing.

Dated this 1 day of August 2011.

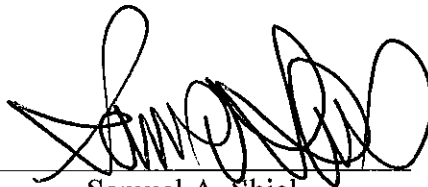
Brent E. Adams  
Secretary of Financial and Professional Regulation

By: Roxanne Nava  
Roxanne Nava, Director  
Division of Financial Institutions

CERTIFICATE OF SERVICE

I, Samuel A. Shiel, Deputy General Counsel of the Illinois Department of Financial and Professional Regulation, Division of Financial Institutions, hereby certify that on August 1<sup>st</sup>, 2011, I caused a true copy of the foregoing Cease and Desist Order to be served on the parties named below, by causing the same to be sent via certified mail to the following:

Legal Helpers Debt Resolution LLC  
a/k/a Macey Aleman Hyslip & Searns  
233 South Wacker Drive, Suite 5150  
Chicago, IL 60606



Samuel A. Shiel  
Deputy General Counsel

## RETAINER AGREEMENT

**I. Parties and Purposes:** This agreement for legal services is entered into on the date shown below between Legal Helpers Debt Resolution, LLC, also known as the law firm of Macey, Aleman, Hyslip & Searns (hereinafter referred to as LHDR) and [REDACTED] (hereinafter referred to as Client) relating to advice, counseling, analysis and negotiations services in regard to Client's unsecured debt and related financial circumstances regarding credit cards and line of credit obligations (unsecured debt). This contract is solely between LHDR, any assigns, or related entities that may be formed in the future and not any individual, partner, member, or employee of LHDR. LHDR is a debt relief agency and law firm that provides debt resolution services to its clients.

**II. Condition of Effectiveness:** This Agreement does not take effect, and LHDR has no obligation to provide any services, until both the Client and LHDR have executed a copy of this Agreement, delivered such copy to the other party, and the Client makes an initial flat fee retainer payment as provided for in Paragraph VIII.

**III. Limited Retention:** LHDR will negotiate and attempt to enter into settlements with creditors of the Client in an effort to modify and/or restructure Client's current unsecured debt. LHDR and its staff will timely respond to all Client inquiries and keep the Client informed as to all offers of debt modification. LHDR's obligation to negotiate shall only apply to specific unsecured debt obligations as disclosed by the Client. The details of such obligation are included in Schedule A of this Agreement.

LHDR will not and does not provide the following services to Client:

- a. Tax, financial planning or accounting advice;
- b. Attempt to repair credit or correct entries on credit reports;
- c. Any bankruptcy advice, except as specifically provided for below;
- d. Represent Client in any matter before a court, including foreclosure proceedings or in any arbitration or hearing; or
- e. Eliminate harassment or collection calls from collectors.

In the event a creditor or collector sues Client, whether related to a debt obligation or any other claim, LHDR is under no obligation to provide representation. LHDR will discuss specific debt related issues with Client and, if appropriate, offer additional legal services in regard to bankruptcy or other debt resolution services for Client's consideration.

**IV. Term:** The term of this agreement shall commence on the effective date and continue until the negotiated resolution of unsecured debt disclosed by Client in Schedule A of this Agreement or until termination of this Agreement as provided in Paragraph XIV.

**V. Subcontracting Specific Tasks:** LHDR shall subcontract certain tasks including negotiations with creditors and collectors and certain customer support responsibilities to a third party. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support and ensure that these services comply with established procedures.

**VI. Client Obligations:** The Client will perform the following obligations:

- a. Provide LHDR with all information and documents in regard to the unsecured debt it seeks to modify. Such information provided must contain the current account balance and the name of the creditor and account number.
- b. As an ongoing obligation, Client will provide all information related to the unsecured debt as requested by LHDR. All information provided by Client must be truthful and accurate. LHDR is under no obligation to verify information supplied by Client. Client will forward all correspondence from creditors, including collection letters, demands and complaints. If a creditor telephones client, Client will not engage in debt resolution discussions. If a creditor engages in harassing or abusive conduct, the Client will promptly notify LHDR and provide complete and accurate information regarding such contacts.
- c. Client will timely respond to all requests, communications or documentation from LHDR or its representatives and will promptly provide LHDR with any change of address or other contact information.
- d. Subsequent to the execution of this Agreement, Client shall, based on the advice of LHDR, determine and agree to a schedule of monthly payments based on the total amount of debt to be modified, including payment of appropriate fees and costs to LHDR ("Payment Schedule"), a copy of said schedule is attached hereto as Schedule B, incorporated by this reference. Client agrees to make all the payments on the designated dates.
- e. Client agrees to timely and fully pay all debt modification negotiated by LHDR and approved by Client.

EXHIBIT

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**VII. Law Firm's Obligations:** In consideration for Client's obligations as stated in Section VI, LHDR agrees to use its best efforts to obtain a satisfactory result for Client by providing basic legal services in connection with the debt modification for client on an efficient and cost-effective basis. Client expressly agrees that LHDR makes no specific guarantee regarding the outcome of the case, including but not limited to, successful modification or discharge of debt, and/or whether or not LHDR can successfully reduce the balance of all unsecured debts. LHDR offers its advice based on the information as disclosed by Client and Client agrees that LHDR is not responsible and assumes no liability for changes in the law, changes in Client's financial situation, and/or facts as revealed after review of documentation that could affect in any way any advice LHDR gives Client. LHDR will adhere to the specific disclosures regarding contingency fees and the minimum performance standards as outlined in the Payment Schedule.

**VIII. Fees and Costs:** In consideration for all services to be rendered, Client agrees to pay LHDR an initial flat fee retainer of five hundred dollars (\$500) for debt review, analysis and structuring of a debt resolution plan. The fee retainer may be paid over three months with the first payment of 166.67 due at the time of execution of the agreement with the second payment of \$166.67 due after 30 days of the execution date and the final payment of \$166.67 due at 60 days after execution of the agreement. In addition, Client shall pay the law firm a monthly maintenance fee/cost for their debt resolution plan in the amount of \$50.00 commencing in the 1st month of their debt resolution plan.

Client agrees to have their initial flat fee retainer of \$500 automatically drafted by LHDR (or its designees) based on a agreed payment schedule from an authorized Federal Deposit Insurance Corporation (referred to as "F.D.I.C.") insured bank account on 8/13/2010.

The implementation, management and maintenance of a debt resolution plan by LHDR shall be performed under the direct supervision of LHDR by Eclipse Financial (ECLIPSE) at a cost of 15% of the Client's total scheduled debt (Service Fee) LHDR has a non-exclusive reciprocal referral agreement with ECLIPSE to provide these services under LHDR's direct supervision. These are services required for the debt resolution plan, but are not legal services. There is no attorney-client relationship between Client and ECLIPSE in regard to these services and any specific communications between client and ECLIPSE are not protected by attorney-client privilege. ECLIPSE cannot and will not provide any legal advice to the Client other than as communicated through ECLIPSE by LHDR and under LHDR's supervision. The Service Fee shall be paid by Client in equal consecutive monthly payments commencing immediately following the preparation of the debt resolution plan. Client understands and agrees to set aside an amount as designated by LHDR in a Federal Deposit Insurance Corporation (referred to as "F.D.I.C.") insured bank account for LHDR to withdraw this Service

Fee for ECLIPSE's work in the management of the debt resolution plan and for Client to accumulate settlement funds to be used for settlement purposes. Client agrees to have their payments of Service Fees to be automatically drafted by LHDR from an authorized bank account with Client's first payment to start on 8/13/2010 and thereafter on each 13 day of the month.

**IX. Electronic Payment Authorizations:** By signing this agreement, Client authorizes LHDR to deduct all legal fees and service costs via electronic payment authorizations from an authorized checking, savings, or other account. LHDR requires a minimum of five (5) business days to change any scheduled Electronic Funds Transfer ("EFT") from an authorized bank account. It is also understood that Client shall not make or request changes of his or her payment schedule during the first ninety (90) days after contract execution. If any payment change occurs within the first ninety (90) days of contract execution, Client will be charged an additional service fee of twenty-five dollars (\$25). It is also understood that Client shall not make or request more than two (2) changes of his or her payment schedule within a twelve (12) month period after the first ninety (90) days of contract execution without termination from the program. Non-sufficient funds "NSF" in Client's authorized bank account, on Client's scheduled payment date, is considered a non-payment and there will be a twenty-five dollar (\$25) fee automatically charged to Client's account for any NSF transactions.

**X. Client Acknowledgement:** Client acknowledges and agrees that:

- a) The outcome of LHDR's negotiation of any specified account entered by Client into the debt negotiation program is uncertain and results may vary;
- b) The service provided by LHDR does not include the modification, collection or improvement of Client's credit reports;
- c) LHDR's debt negotiation may not prevent creditor or collection agency harassment, nor prevent phone calls on behalf of creditors or collection agencies to Client;
- d) Client may be sued by creditors or collection agencies and in that event LHDR's services pursuant to this agreement does not include legal representation on those matters;
- e) The discharge of indebtedness may be considered a taxable event and Client should consult a tax professional for any such service.

**XI. Additional Debt:** Client should not incur any new or additional debt and should refrain from using or obtaining credit during the LHDR debt resolution representation. Client understands all credit cards and/or lines of credit shall be closed and that no additional credit cards and/or lines of credit should be applied for during the LHDR debt resolution representation. Client understands that they may keep one credit card, not to be accepted in the program, open for emergency purposes only. This credit card should not be from the same issuing bank as any accounts entered by Client into the LHDR debt resolution representation.

**XII. Debt Resolution Minimum Standards of Representation:** LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan of a minimum of settlement debt reduction of thirty-five percent (35%) of

the debt's current face value, including interest, penalties and late fees. In the event that LHDR does not meet this minimum standard, it shall refund all costs associated with the implementation, management and maintenance of a debt resolution plan, to wit, the 15% Service Fee paid to ECLIPSE for such work under the direct supervision of LHDR. This refund is subject to all of the following terms and conditions:

- a) Client must act in complete compliance with this agreement and shall cooperate with LHDR under this agreement;
- b) Client must not default on any payment obligations under an agreed-upon settlement for any accepted account.
- c) If for any reason, Client is unwilling or is unable to accept a proposed settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's current face value minus fees and costs of this agreement, or Client otherwise fails or refuses to accept any such settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's current face value, minus fees and costs of this agreement this Limited Guarantee shall be null and void, and have no force or effect;
- d) Should LHDR be unable to settle one or more of Client's individual accounts accepted pursuant to this agreement, any refund shall be calculated on a pro rata basis as to the Service Fees paid to LHDR attributable to such individual unsettled account.
- e) This minimum standard provision does not apply to any Client's individual accounts accepted into the debt resolution plan which have had balance transfers, cash advances, accounts initially accepted with balances fewer than one thousand dollars (\$1,000) or where there has been a law suit already filed on such individual account. LHDR will discuss with the Client other legal remedies in the event of such circumstances including Chapter 7 or Chapter 13 bankruptcy.

**XIII. Impact on Credit Rating:** Client acknowledges that nonpayment, minimal payments, or settlement payments to creditors may result in derogatory credit information transmitted to the major credit reporting agencies, and in the event that any negative effect is caused to Client's credit profile. LHDR does not provide debt consolidation services and Client acknowledges herein that it received proper notice regarding possible consequences to the Client's credit rating.

**XIV. Termination and Severability:** Client agree that both parties may sever the relationship at any time. The party choosing to terminate the agreement will document the decision by sending a 30-day written notice to the other party. The termination will occur upon receipt of such notice. If such termination occurs, the Client shall only be responsible for the fees incurred through the date of cancellation and the initial flat fee retainer. LHDR may cancel this agreement if the Client fails to make two (2) successive monthly payments. If any legal action is brought regarding this agreement, the prevailing party shall be entitled to legal fees and court costs. If LHDR achieves a more favorable settlement so that funds are left over, those funds will be returned to Client after satisfaction of the contingency fee as specified in this agreement.

**XV. Authorizations:** The Client authorizes LHDR as follows:

- a. The Client authorizes LHDR to disclose information regarding Client's financial condition or status to any creditor or collector in regard to the debt resolution plan. Further, LHDR may obtain information concerning Client from such creditors.
- b. Client authorizes LHDR to disclose to creditors and collectors that LHDR and its representatives, or subcontractors, are authorized to negotiate debt resolution terms on behalf of Client.
- c. Client authorizes LHDR to negotiate and modify the unsecured debt listed in Schedule A of this Agreement.

**XVI. Confidentiality:** LHDR agrees that any information provided by Client will be kept confidential and only be used in providing the negotiation and modification services described in this Agreement.

**XVII. Disclosures and Disclaimers:** Client acknowledges and understands that LHDR will not agree to provide the services under this Agreement absent Client's full understanding and acceptance of the basis for the work to be performed. LHDR and its agents and representatives provide services related to the modification and restructure of the Client's unsecured debt. LHDR cannot and does not make any guarantee of any kind regarding the success of any negotiation in regard to such modification. Client acknowledges that each case is unique and that results will vary.

Client understands that there are other remedies available in regard to their goal of debt resolution including consumer credit counseling and bankruptcy. (See Exhibit A of this Agreement for further information).

Consumer Credit Counseling may impact less on the Client's credit rating and reduce interest rates on current debt, but generally will require payment of the majority of the Client's existing debt. Bankruptcy may discharge the majority of the client's debts, however Client has requested LHDR to pursue other alternatives at this time to avoid bankruptcy. LHDR will discuss and advise Client as to the bankruptcy option, including fees and costs, at any time that Client's circumstances change or Client requests such consultation. There are no additional fees or costs required from Client for such consultation and advice regarding bankruptcy. In the event that the Client elects to pursue a bankruptcy option in the future with LHDR, a full disclosure regarding fees shall be given including any credits or pro rata reduction in fees based on LHDR's representation of the Client pursuant to this agreement.

**XVIII. Arbitration:**



In the event of any claim or dispute between Client and LHDR related to the Agreement or related to any performance of any services related to this Agreement, such claim or dispute shall be submitted to binding arbitration upon the request of either party upon the service of that request. The parties shall initially agree on a single arbitrator to resolve the dispute. The matter may be arbitrated either by the Judicial Arbitration Mediation Service or American Arbitration Association, as mutually agreed upon by the parties or selected by the party filing the claim. The arbitration shall be conducted in either the county in which Client resides, or the closest metropolitan county. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competence jurisdiction. The conduct of the arbitration shall be subject to the then current rules of the arbitration service. The costs of arbitration, excluding legal fees, will be split equally or be born by the losing party, as determined by the arbitrator. The parties shall bear their own legal fees.

**XIX. Integration:**

This Agreement and all schedules are the complete and exclusive statement of the Agreement of the parties and supersede any proposal, prior agreement, oral or written, and any other communication related to this matter.

**XX. Enforceability:**

In the event that any portion of this Agreement is determined to be illegal or unenforceable, the determination will not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect. The parties agree to insert another provision that will be valid to come in closest to the original intent of the Agreement.

**XXI. Amendment:**

This Agreement may be modified by a subsequent agreement by the parties only by an instrument in writing, signed by both LHDR and Client and no waiver of any provision or condition of this Agreement shall be effective or binding unless such waiver be in writing and signed by the party claiming to have given such waiver.

Witness our hands and seals on Monday, July 19, 2010

Legal Helpers (eth. Resolution), LLC  
By: 

Client

Full Name: 

Co-Client

Full Name:

**Exhibit A**  
**Disclosure and Election of Services**

LHDR is a full service debt resolution law firm including debt negotiation and restructuring, bankruptcy services and where appropriate referral to consumer credit counseling agencies. The following provides information as to all these approaches to debt resolution for your review. Clients should fully understand the advantages and disadvantages of each to make an informed decision.

**Credit Counseling** offers services that will allow you to work with a certified credit counselor to devise a plan that is tailored to your specific needs and goals. Credit counseling agencies often provide services for free and will help to educate you about how to avoid financial problems in the future by offering debt management classes or seminars. They do not erase your debt. Instead they work with you to budget money so that you can pay off the debt often times by debt consolidation. Collections by your creditors may continue while using a credit counselor and most plans require you to pay your entire debt balance over the life of the plan. Consumer credit counseling agencies are required to advise you that they are compensated by the creditors based on the amount of debt they are able to have you pay.

**Bankruptcy** will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy; Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged such as your house or car and are expected to repay debts in three to five years and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments, however, you will generally be unable to establish credit for up to ten years. In 2005, the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

**Debt Negotiation** is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance/forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt. LHDR will contact all your unsecured creditors in writing to inform them that you are represented by the law firm and that we are advising you as to all alternatives for debt resolution. As you have indicated in your compliance review, you prefer LHDR to attempt debt negotiation as an alternative to bankruptcy. However, if your financial circumstances change, we will advise you as to other debt resolution alternatives outlined above, so you can make an informed decision based on our advice.

If you have any questions regarding the above options, please contact us for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed all possible debt resolution options and have determined that debt negotiation by LHDR is your preference, subject to your ability to request a different alternative if your circumstances change in the future. Please review Section XVII of this Agreement prior to executing your informed consent below.

*I have reviewed all debt resolution options available to me including bankruptcy and consumer credit counseling and elect to pursue debt negotiation services with LHDR, subject to my ability to request other alternatives, based on changes in my financial circumstances.*

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Client

\_\_\_\_\_  
Date



**LEGALHELPERS** DEBT RESOLUTION, LLC  
The National Law Firm of Macey, Aleman, Hyslip & Searns

**PARTNERS:**

- Melinda Dionne (AL)
- Eric Auten (AK)
- Carleus Simmons (AZ)
- Steve Westerfeld (AR)
- Richard Gustafson (CA)
- Jason Searns (CO)
- Mati Rousseau (CT)
- Joe Yuckovich (DC)
- Matthew Carrucci (DE)
- Karen Gallo (FL)
- Berk Sauls (GA)
- Greg Dunn (HI)
- William Ranilli (ID)
- Thomas Macey (IL)
- Jeffrey Aleman (IN)
- Shobhana Kasturi (IN)
- Sam Turco (IA)
- Keith Wellman (KS)
- Debbie Bowman (KY)
- Gary Brown (LA)
- Jeremy Miller (ME)
- Sonia Kochhar (MD)
- Troy Morrison (MA)
- Lori Leigh (MI)
- James Agosto (MN)
- John Windsor (MS)
- Keith Wellman (MO)
- Sean Paul (MO)
- Ralph Wilkerson (MT)
- Sam Turco (NE)
- Donald Norris (NV)
- Brian McCaffrey (NH)
- Thomas Nicely (NJ)
- Ronald Banerji (NM)
- Marta Coen (NY)
- Grant Patten (NC)
- Keith Trader (ND)
- Jeffrey Hyslip (OH)
- Ron Brown (OK)
- Amber Wolf (OR)
- Thomas Nicely (PA)
- Robert Jacquard (RI)
- John Cantrell (SC)
- Tim Hogan (SD)
- Everett Mechem (TN)
- Martin Paek (TX)
- Oliver Myers (UT)
- Martin Conway (VA)
- Mona Lisa Gacutan (WA)
- William Murphy (WI)

**MAIN OFFICE**

Sears Tower  
233 S Wacker Dr., Suite 5150  
Chicago, IL 60606

**ADMINISTRATIVE OFFICE**

3902 Henderson Blvd. Suite 205 Tampa, FL 33629  
Phone: (813) 384-3933  
Fax: (866) 822-5390

**Power of Attorney**

I/We \_\_\_\_\_, located at \_\_\_\_\_, hereby appoint Legal Helpers Debt Resolution, LLC ("L.H.D.R.") as my/our attorney-in-fact to do the acts described in this Power of Attorney. L.H.D.R. (and/or its designees) is hereby authorized to act as my/our limited financial advisor and to represent me/us in negotiating the modification, reduction, settlement, and payment on any and all debts allegedly due and owing my/our name.

I/We authorize L.H.D.R. to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and could be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors' claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize L.H.D.R. to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on this Monday, July 19, 2010

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Social Security Number

\_\_\_\_\_  
Co-Client Signature

\_\_\_\_\_  
Co-Client Social Security Number

**Administrative Offices**

Phone: 813-384-3933 ■ Fax: 866-822-5390  
3902 Henderson Blvd Tampa FL 33629

## Schedule B Payment Schedule & Fee Table

Payment Date	Total Monthly Payment	Service Cost	Maintenance Cost	Retainer Fee	Amount Towards Savings
8/13/2010	\$473.87	\$257.20	\$50.00	\$166.67	\$0.00
9/13/2010	\$473.87	\$257.20	\$50.00	\$166.67	\$0.00
10/13/2010	\$473.87	\$257.21	\$50.00	\$166.66	\$0.00
11/13/2010	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
12/13/2010	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
1/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
2/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
3/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
4/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
5/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
6/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
7/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
8/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
9/13/2011	\$284.33	\$192.90	\$50.00	\$0.00	\$41.43
10/13/2011	\$284.33	\$192.89	\$50.00	\$0.00	\$41.44
11/13/2011	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
12/13/2011	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
1/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
2/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
3/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
4/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
5/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
6/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
7/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
8/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
9/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
10/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
11/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
12/13/2012	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
1/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
2/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
3/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
4/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
5/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
6/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
7/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
8/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
9/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
10/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
11/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
12/13/2013	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
1/13/2014	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
2/13/2014	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
3/13/2014	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
4/13/2014	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
5/13/2014	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
6/13/2014	\$284.33	\$0.00	\$50.00	\$0.00	\$234.33
7/13/2014	\$284.67	\$0.00	\$50.00	\$0.00	\$234.67

In this document, the Provider has used its best estimates for your expected payment dates and savings amounts based upon your Agreement. The exact amounts are up to the Client, but the Provider encourages you to stay on this Schedule and meet your obligations. Individual results may vary based on ability of Client to save funds, the willingness of creditors to settle (some will not, or will demand more money), and the type of debt. Program does not provide legal or accounting advice, nor does it assume or pay any debt. Please read and understand your entire program Agreement and all supplemental documents.

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## Schedule A: Enrolled Creditor List

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**TOTAL DEBT:            \$20,576**

Creditor	Account Number	Amount Owed	Months Late	Client
AMGNL	██████████	4351.00	0	██████████
CHASE	██████████	2855.00	0	██████████
CHASE	██████████	1389.00	0	██████████
SEARS/CBSD	██████████	11249.00	0	██████████
SEARS/CITI	██████████	932.00	0	██████████

The information on this page has been provided by you (the Client) and we (LHDR) are relying on its accuracy. Any differences in amounts may be subject to additional charges or change the time it takes you to save funds for settlements. Please review the Agreement for complete information.

\*\*\*\*\*

**THIS PORTION FOR ELECTRONIC PAYMENT AUTHORIZATION**

By signing below, I authorize Legal Helpers Debt Resolution, LLC (LHDR) (or their designees) to process debit entries from my checking, savings, or other F.D.I.C. insured bank account. This authority shall remain effective until cancelled by me in writing, at least five (5) business days prior to my scheduled payment due date. I understand there will be a twenty-five dollar (\$25) fee automatically charged to my account for any non-sufficient funds (NSF) transactions. I will provide LHDR with a voided check or savings deposit slip.

Name on Account (Please Print): [REDACTED]

Please transfer payments directly from my bank account detailed below

Bank Name: FIFTH THIRD BANK CHICAGO

\*\*Routing#: [REDACTED]

Account#: [REDACTED]

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Authorized Signature on Account

Printed Name: [REDACTED]

Date: Monday, July 19, 2010

\*\*\*\*\*

### SPECIAL PURPOSE ACCOUNT APPLICATION

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Special Purpose Account") to be administered at a bank selected by Global Client Solutions LLC ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program (your "Program") sponsored by the organization identified below (the "Sponsor"). I understand that the Special Purpose Account's features, terms, conditions and rules are further described in an Account Agreement and Disclosure Statement that accompanies this Application (the "Agreement") or as published at <http://lnvurl.com/d16q1a>. I acknowledge that I have received a copy of the Agreement or have viewed the agreement at the website above; that I have read and understand it; that the Agreement is fully incorporated into this Application by reference; and that I am bound by all of its terms and conditions. I also understand that this Application is subject to a customer identification program, as required the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account.

#### SPECIAL PURPOSE ACCOUNT OWNERSHIP, CONTROL AND USE

I understand that my Special Purpose Account, when established in accordance with this Application, will be my sole and exclusive property; that only I (or Authorized Contact, if any) may authorize deposits to and disbursements from my Special Purpose Account; and that I (or Authorized Contact, if any) may withdraw funds from and/or close my Special Purpose Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Special Purpose Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Special Purpose Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from my Special Purpose Account of the fees and charges provided for in this Application and the Agreement.

#### PERMISSION TO SHARE DATA

I hereby grant permission for the bank selected by Global, Global and the Sponsor to share information regarding my Special Purpose Account and my Program with each other to facilitate the transactions I may initiate that involve my Special Purpose Account, and with any other party that is essential to the administration of my Special Purpose Account and/or my Program. I understand that the Agreement provides additional information relating to privacy.

Applicant Last Name	First Name	M.I.	Social Security #	Date of Birth (mo/day/yr)
██████████	██████████	██████████	██████████	██████████
Authorized Contact Last Name	First Name	M.I.	Social Security #	Date of Birth (mo/day/yr)
██████████	██████████	██████████	██████████	██████████
Address		City	State	Zip
██████████		██████████	IL	██████████
Home Phone	E-mail address		Mother's Maiden Name (for future ID purposes)	
██████████	██████████		██████████	
Sponsor		Account Number with Sponsor		
Legal Helpers Debt Resolution, LLC.		76229		

#### AUTHORIZATION TO DEBIT BANK ACCOUNT

##### Financial Institution Information

Bank Name			
FIFTH THIRD BANK CHICAGO			
Address	City	State	Zip
██████████	██████████	██████████	██████████
Routing Number <sup>1</sup>	Account Number <sup>2</sup>		
██████████	██████████		
Customer Information			
Name (as it appears on check)			
██████████			
Address (as it appears on check)	City	State	Zip
██████████	██████████	Illinois	██████████
Amount of Debit	Date of Debit		
\$ 473.87	On or after the 13 day of each month until further notice		

#### SCHEDULE OF FEES AND CHARGES

Program Fees (refer to your Sponsor Agreement)	
Account Setup (one-time fee)	\$0.00
Monthly Service Charge	\$0.00
Transaction and Other Fees	
Premium Deposit Services	
Wire transfer	\$10.00
Dishonored/returned deposit item	\$25.00
Premium Disbursement Services	
Wire transfer	\$15.00
2 <sup>nd</sup> Day Delivery (3pm Central Time cutoff)	\$10.00
Overnight delivery (3pm Central Time cutoff)	\$20.00
Stop payment order	\$17.50

#### CUSTOMER SERVICE

Global is the customer service agent for all matters relating to your Special Purpose Account. Any other questions relating to your Program should be addressed to your sponsor. See the Agreement for Global payment and correspondence addresses, the address of the Global website and the toll-free Global customer service number.

#### MONTHLY STATEMENTS

- On-Line; or  
 Via U.S. mail (monthly statements will be mailed if neither box is checked)

#### FOR OFFICE USE ONLY

ACCOUNT NUMBER
PASSCODE

I hereby authorize Legal Helpers Debt Resolution through its agent Global, to initiate debit entries to my  checking /  savings account at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to my Special Purpose Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I will incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in this manner; and that the representations I made above about My Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization on behalf of Bank by providing me with a written notice at least ten (10) days prior to the actual termination.

<sup>1</sup> Routing Number is the 9-digit number that appears in bottom left-hand corner of your check.  
<sup>2</sup> Account Number is to the right of the Routing Number and after the check number on your check.

Applicant Signature	Date
██████████	██████████
Authorized Contact Signature	Date
██████████	██████████





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Lawyer Registration
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Rules and Decisions
Ethics Inquiry Program
Publications
New Filings, Hearing Schedules and Clerk's Office
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ARDC Lawyer Search Results from the ARDC database last updated as of July 29, 2011 at 1:17:25 PM: for the following terms: Last Name: Hyslip, First Name: Jeffrey, status: All, Country: all

Your search terms do not match the record of any lawyer licensed in Illinois. Please check your terms for accuracy and try your search again.

**NOTE ON NAMES:** The last name is a required field, but you may choose a phonetic search, particularly if you are not sure of the spelling of the last name.

#### NOTE ON ADDRESSES:

Addresses for certain attorneys are not presented on our website due to privacy considerations or because we do not have the data. These attorneys may include retired judges, retired lawyers, inactive lawyers, deceased lawyers and lawyers who have never registered with the ARDC.

If you believe an attorney may have one of the above statuses, please DO NOT fill in any of the ADDRESS FIELDS when attempting your search. Entering any address information for such attorneys will automatically exclude them from your search.

Additionally, if you are not certain that you have the correct address information for an attorney, please do not fill in the address fields. An erroneous value will exclude that attorney from your search.

If you have any questions or issues about using this page, please email [registration@iardc.org](mailto:registration@iardc.org).

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