

Student Loan Protection Program

211 W. Wacker Drive, Suite 750

Chicago, IL 60606

Phone: 800-705-4055 Fax: 312-263-1637

Email: info@mylegaladvocates.org

Dear Prospective Client:

We would like to thank you for contacting the Student Loan Protection Program (SLPP). Our goal is to assist you with your student loan problems.

SLPP has been developed to assist people who are overwhelmed by their student loans. SLPP staff will contact your servicer or the collection agency handling your account and direct them to contact us and not you. We will also inform them of your financial circumstances and communicate the payment that you will be able to afford going forward.

To determine if our services can help you, please complete all the forms as listed on the attached checklist and send them back to us as soon as possible. Once the information on this list has been received and reviewed, you will be contacted by mail or phone if we find that some information is missing or if we have any questions. If everything is fine, you will be mailed an acceptance package, including instructions to follow when your creditors contact you. In the meantime, if you have any questions, please do not hesitate to call Jim Demos at 800-705-4055. Thank you for your interest.

Very Truly Yours,

Jeff Whitehead
Supervising Attorney

Overview of the Program

The Student Loan Protection Program (SLPP) is a program of Whitehead and Associates, LLC, a consumer rights law firm based in Chicago, Illinois. SLPP was developed to stop student loan creditors from harassing and threatening people who have exhausted their ability to make their monthly student loan payments and people whose income is protected by law. Once a person has formally retained an attorney, the law prohibits most collection agencies and law firms from contacting the client directly. Even people who own a home may be able to benefit from SLPP representation.

After your information has been reviewed and you have been accepted into the program as a client, SLPP will contact your student loan creditors to direct them to contact us and not you. We will also inform them of your financial situation based on the income documents and affidavit that you will return to us. Our goal is to propose a payment arrangement that will keep the creditor from harassing you but is manageable for your budget. Even in the situation where you can't afford any payment, we will still try to keep the creditor from harassing you.

Through this process, SLPP can eliminate collection agency contact and enable you to answer the telephone or open the mail without fear. As you know, student loan debt is not dischargeable in bankruptcy except in the most extreme hardship circumstances. However, in most instances, SLPP would give you the same freedom from creditor harassment you would experience if you were to file a bankruptcy.

Information Sheet #1

STUDENT LOAN BORROWER

Last Name		First Name			MI
Street Address		Apt. #	City	State	Zip Code
Date of Birth ____/____/____	Soc. Sec. # ____-____-____		Home Phone ()	Alternate Phone ()	

Do you own your home? ____ Yes ____ No

E-mail address: _____

Other names that you have legally used:

Number of Dependents (those who rely on you for more than 50% of their financial support):

Relationships: _____

Are you employed? ____ Yes ____ No. If you answered "Yes", please complete the following:

Employer's Name	Phone Number		
Street Address	City	State	Zip Code

For statistical purposes only, would you please indicate:

Are you *MALE* ____ or *FEMALE* ____? **Are you disabled?** ____.

Marital Status: (1) Single ____, (2) Married ____, (3) Divorced ____, (4) Separated ____, (5) Widowed ____, (6) Other _____

Your ethnicity: (1) Caucasian ____, (2) African-American ____, (3) Hispanic ____, (4) Asian ____, (5) Other _____.

Information Sheet #2

CO-SIGNER

Last Name		First Name			MI
Street Address		Apt. #	City	State	Zip Code
Date of Birth ____/____/____	Soc. Sec. # ____-____-____	Home Phone ()		Alternate Phone ()	

Do you own your home? ____ Yes ____ No

E-mail address: _____

Other names that you have legally used:

Number of Dependents (those who rely on you for more than 50% of their financial support):

Relationships: _____

Are you employed? ____ Yes ____ No. If you answered "Yes", please complete the following:

Employer's Name		Phone Number		
Street Address		City	State	Zip Code

For statistical purposes only, would you please indicate:

Are you *MALE* ____ or *FEMALE* ____? **Are you disabled?** ____.

Marital Status: (1) Single ____, (2) Married ____, (3) Divorced ____, (4) Separated ____, (5) Widowed ____, (6) Other _____

Your ethnicity: (1) Caucasian ____, (2) African-American ____, (3) Hispanic ____, (4) Asian ____, (5) Other _____.

**LIMITED POWER OF ATTORNEY FOR WHITEHEAD AND ASSOCIATES, LLC AND THE
STUDENT LOAN PROTECTION PROGRAM (SLPP)**

I, _____, residing at _____,

_____,
(hereinafter referred to as "Client") appoint attorney Jeff Whitehead and his authorized personnel to provide representation on my behalf with respect to my student loan debt under the Student Loan Protection Program (hereinafter referred to as "SLPP") as follows:

- a. To perform or engage in any act on behalf of Client necessary to accomplish the settlement of Client's debt or make payment arrangements concerning that debt.
- b. Any company that is the holder of Client's student loan debt is hereby authorized to disclose all information regarding client's credit and loan history to SLPP.

Client hereby grants to said attorney in fact full power of authority to do and perform each and every act and thing which may be necessary, or convenient, in connection with any of the foregoing, as fully, to all intents and purposes, as Client might or could do if personally present, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done. Client understands that Client is solely responsible for the debt incurred and any settlement or payment arrangements negotiated by SLPP on behalf of Client.

Signature of Client

Date

Signature of Notary Public

Date

Notary Stamp/Seal

Please help us to help you. The best way to give creditors a full understanding of your financial profile is by filling out this affidavit as **completely, neatly** and **accurately** as possible. This will greatly help our communication with your creditors. (We have included a second set of forms to be completed by the co-signer if there is one.) Thank you.

Affidavit of Income and Expenses

A. SOURCES OF INCOME AND GROSS MONTHLY AMOUNTS – MONEY RECEIVED BY YOU (BEFORE DEDUCTIONS)			
SOURCE OF INCOME	AMOUNT	SOURCE OF INCOME	AMOUNT
Wage Income (Include two most recent payroll "Check Stubs")		Social Security Retirement	
Supplemental Security Income (SSI)		Unemployment Compensation	
Social Security Disability		Rental Income	
Veterans' Benefits		Interest Income	
Workers' Compensation		Other Income (if any, please describe) _____ _____ _____ _____	_____
Public Aid (for example, Food Stamps)			_____
Alimony			_____
Child Support			_____
Pension Benefits			_____
		TOTAL INCOME	

B. MONTHLY EXPENSES – MONEY YOU PAY TO OTHERS			
TYPE OF EXPENSE	MONTHLY AMOUNT	TYPE OF EXPENSE	MONTHLY AMOUNT
Rent/Mortgage <i>Please circle one.</i>		Food	
Average Utilities (gas, electric, telephone, cell phone, water, etc.)			
Real Estate Taxes. <i>Be sure to divide the yearly amount by 12.</i>		Medical	

Dental		Religious Affiliation Donations	
Car Payment(s)		Health Insurance	
Car Insurance	_____	Life Insurance	_____
Car: Gas & Maintenance	_____		_____
Other Transportation Costs		Other Expenses (<i>List</i>)	
		_____	_____
Reasonable expenses to support a child or parent	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

	_____	TOTAL EXPENSES	

The above-listed information has been carefully provided by me. I have disclosed all of my income and expenses and will include my most recent income tax return. I understand the purpose of this statement and have voluntarily signed it.

PRINTED NAME: _____

SIGNED: _____

DATED: _____

Affidavit of Income and Expenses (For Co-Signer's Use)

A. SOURCES OF INCOME AND GROSS MONTHLY AMOUNTS – MONEY RECEIVED BY YOU (BEFORE DEDUCTIONS)			
SOURCE OF INCOME	AMOUNT	SOURCE OF INCOME	AMOUNT
Wage Income (Include two most recent payroll "Check Stubs")		Social Security Retirement	
Supplemental Security Income (SSI)		Unemployment Compensation	
Social Security Disability		Rental Income	
Veterans' Benefits		Interest Income	
Workers' Compensation		Other Income (if any, please describe) _____ _____ _____ _____	
Public Aid (for example, Food Stamps)			
Alimony			
Child Support			
Pension Benefits			
		TOTAL INCOME	

B. MONTHLY EXPENSES – MONEY YOU PAY TO OTHERS			
TYPE OF EXPENSE	MONTHLY AMOUNT	TYPE OF EXPENSE	MONTHLY AMOUNT
Rent/Mortgage <i>Please circle one.</i>		Food	
Average Utilities (gas, electric, telephone, cell phone, water, etc.)		Medical	
Real Estate Taxes. <i>Be sure to divide the yearly amount by 12.</i>			

Dental		Religious Affiliation Donations	
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Car Payment(s)	_____	Health Insurance	_____
Car Insurance	_____	Life Insurance	_____
Car: Gas & Maintenance	_____		
Other Transportation Costs		Other Expenses (<i>List</i>)	
Reasonable expenses to support a child or parent	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
		TOTAL EXPENSES	

The above-listed information has been carefully provided by me. I have disclosed all of my income and expenses and will include my most recent income tax return. I understand the purpose of this statement and have voluntarily signed it.

PRINTED NAME: _____

SIGNED: _____

DATED: _____

We must know what assets (things of value) you own and if creditors have any rights in those assets (i.e., a mortgage on a house or a loan on a vehicle) and their approximate worth. (We have included a second set of Asset forms to be completed by the co-signer if there is one.)

Statement of Assets

ASSETS			
TYPE	VALUE (how much the asset could be sold for)	CO-OWNER IF ANY (Please list even if co-owner is another potential SLPPD client.)	AMOUNT OWED
House			
Other Real Estate			
Vehicle(s) – please itemize			
Stocks, Bonds, Mutual Funds or ETF's			X
Annuity/IRA/401(k)			X
Bank Accounts (Checking, Savings, Money Market or CD's) - Please list the amount in the account and where the money in the account came from: e.g., social security, pension, wages.			X
Life Insurance Policy (Name of beneficiary and relationship to you, e.g., a child or spouse: _____) - How much money you can get either by surrendering the policy or taking a loan against it.			X
Lawsuits Pending (where you may recover money)			X
Other – please itemize			X
TOTAL ASSETS			

IMPORTANT INFORMATION:

1) Have you transferred any assets to anyone in the past 12 months? _____

If yes, please detail each asset that was transferred, the value of that asset, the date of transfer and to whom:

The above-listed information has been carefully provided by me. I have disclosed all of my assets. I understand the purpose of this statement of assets and have voluntarily signed it.

PRINTED NAME: _____

SIGNED: _____

DATED: _____

Statement of Assets (For Co-Signer's Use)

ASSETS			
TYPE	VALUE (how much the asset could be sold for)	CO-OWNER IF ANY (Please list even if co-owner is another potential SLPPD client.)	AMOUNT OWED
House			
Other Real Estate			
Vehicle(s) – please itemize			
Stocks, Bonds, Mutual Funds or ETF's			X
Annuity/IRA/401(k)			X
Bank Accounts (Checking, Savings, Money Market or CD's) - Please list the amount in the account and where the money in the account came from: e.g., social security, pension, wages.			X
Life Insurance Policy (Name of beneficiary and relationship to you, e.g., a child or spouse: _____) - How much money you can get either by surrendering the policy or taking a loan against it.			X
Lawsuits Pending (where you may recover money)			X
Other – please itemize			X
TOTAL ASSETS			

IMPORTANT INFORMATION:

1) Have you transferred any assets to anyone in the past 12 months? _____

If yes, please detail each asset that was transferred, the value of that asset, the date of transfer and to whom:

The above-listed information has been carefully provided by me. I have disclosed all of my assets. I understand the purpose of this statement of assets and have voluntarily signed it.

PRINTED NAME: _____

SIGNED: _____

DATED: _____

List of Student Loan Creditors

VERY IMPORTANT: WITH EACH CREDITOR, LIST THE ACCOUNT NUMBER AND AMOUNT OWED. ALSO, PLEASE INCLUDE AN ORIGINAL STATEMENT FOR ALL OF THESE CREDITORS AND A COPY OF THE ORIGINAL LOAN OR INSTALLMENT AGREEMENT(S).

NAME OF CREDITOR	ACCOUNT NUMBER	TOTAL AMOUNT OWED

Please note that if all of your loans are Federal, a printout can be obtained at www.nsls.edu. After entering your PIN, you will be able to obtain a printout of all of your Federal Student Loans including account balances.

RETAINER CONTRACT

PLEASE REMEMBER TO SIGN AND RETURN THIS CONTRACT AFTER YOU READ IT.

I (we) hereby retain Whitehead and Associates, LLC to represent me (us) regarding the resolution of the student loan debts listed in my (our) application through its Student Loan Protection Program, hereinafter "SLPP".

I (we) understand that I (we) will be responsible for the one-time enrollment fee in the amount of **\$750.00**. I (we) understand that I (we) can pay the **\$750.00** in full or in three (3) equal monthly payments of **\$250.00** for a total of **\$750.00**. Whichever way I (we) choose to pay the initial enrollment fee, I (we) understand that once it is paid, I (we) will then be responsible for paying a **\$50.00** monthly retainer fee for every month that I (we) remain in the program.

I (we) understand that SLPP will not represent me (us) until such time as I (we) have paid either the full enrollment fee of **\$750.00** or the first payment of **\$250.00** and I (we) have been accepted as a client. Also, I (we) understand that if I (we) fail to make one or more of the **\$250.00** payments, SLPP will **cease** to represent me (us). *Enrollment fees can be paid by check, money order, and/or cashier's check made out to **Whitehead and Associates** or **SLPP**.* SLPP also accepts credit and debit cards. All fees will be considered earned upon receipt.

Jeff Whitehead, Esq. will manage the legal services provided for you. It is my (our) understanding that SLPP will communicate directly with my (our) student loan creditors. SLPP will also provide the creditors with my (our) Affidavit as well as pay stubs and tax returns that describe my (our) financial situation. I (we) understand that I must keep SLPP informed about any changes in my income or expenses. I (we) understand that I (we) must provide SLPP with a copy of my most recently filed tax return. Further, I (we) will provide a tax return within thirty (30) days of filing for every year I (we) remain in the program. This information will be used to develop an affordable payment to my student loan creditors. Or, if the financial information demonstrates that you are currently unable to make the payment, we will attempt to persuade them that further collection efforts on their part would be unproductive.

I (we) understand that SLPP will not represent me (us) in settlement negotiations with creditors. I (we) understand that SLPP will not make payments to my student loan creditors on my behalf. I (we) understand that if any indebtedness of six hundred (\$600.00) or more is cancelled by a creditor, it may be treated as income to me (us) by the Internal Revenue Service. I (we) understand that the SLPP program will not repair or fix my (our) credit score.

I (we) understand that although SLPP will use its best efforts to try to persuade creditors and their debt collectors to cease any and all collection activity, SLPP cannot and does not guarantee that collection activity will be stopped completely. I (we) understand that SLPP may consult with other attorneys to determine if collection laws have been violated by one or more of my (our) creditors.

I (we) understand that SLPP will not represent me (us) in any legal proceedings, including formal court proceedings or arbitration proceedings, if I (we) am (are) sued. I (we) understand that I (we) cannot and should not ignore any legal pleadings that may be served upon me (us) relative to a lawsuit filed against me (us) in any court of law and I (we) will contact SLPP immediately if I (we) am (are) so served.

I (we) further understand that all of SLPP's work is done from their offices in Chicago, Illinois by lawyers who are in good standing and licensed by the state of Illinois. I (we) understand that SLPP does not purchase malpractice insurance related to this agreement.

I (we) am (are) free to stop SLPP from representing me (us) for any reason, upon written notice. I (we) understand that I (we) can contact creditors on our own if I (we) do not retain SLPP. SLPP may stop representing me (us) and withdraw upon written notice to me (us) for reasons such as:

- a) SLPP believes that further representation would be unproductive;
- b) SLPP believes that my (our) financial position has changed so that I (we) am (are) no longer financially eligible for services;
- c) SLPP believes that I (we) have failed to cooperate with them;
- d) the enrollment or monthly retainer fees are not paid as agreed;
- e) the information I (we) have given SLPP was inaccurate.

In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, consignability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, such dispute shall be determined by arbitration in Cook County, State of Illinois, in accordance with the Laws of the State of Illinois. The parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not attorney's fees) of arbitration equally. If the consumer's share of the cost (not fees) is greater than \$2,000.00 (two-thousand dollars), the company will pay the consumer's share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination of the agreement. This agreement shall be subject to the laws of the State of Illinois regardless of the state of residence of the Client and venue shall reside in Cook County, Illinois.

**NOW THAT YOU HAVE READ THIS CONTRACT, PLEASE COMPLETE THIS PAGE.
AFTER YOU RETURN IT, IF YOU ARE ACCEPTED AS A CLIENT, WE WILL SIGN IT AND
SEND YOU A COPY.**

CLIENT'S NAME

CO-SIGNER'S NAME

CLIENT'S SIGNATURE

CO-SIGNER'S SIGNATURE

DATE SIGNED

DATE SIGNED

FOR OFFICE USE ONLY:

SLPP ATTORNEY

DATE SIGNED

Conflict Waiver

This is to confirm that this law firm will represent both _____ and _____. We have discussed the potential for a conflict of interest to arise between you. Neither you nor we have as yet detected a basis for a conflict. You both wish this firm to represent you in order to present a consistent, united front and to keep expenses down. We do not believe that joint representation will in any way compromise our ability to represent both of you fairly and effectively.

During this joint representation we will share with both of you all information that we gather from either of you and from third parties. If we learn something from one of you that we think the other needs to know, we will disclose the information to the other. If we learn something in confidence from one of you that we do not believe is relevant to the other and that the other does not need to know, we will not share the information with the other.

Conflicts under these circumstances sometimes arise. One example would be where we discover evidence that one of you may have behaved inappropriately. Others could be where you disagree on strategy or the appropriateness of a tactic.

In the event a conflict does develop between you, this law firm will have the right to terminate its representation of one party and continue on behalf of the other. We will have the right to take positions adverse to our former client and use information that we obtained during our representation of him. There may be circumstances where this would not be appropriate, and a court might not permit it.

NOW THAT YOU HAVE READ THIS WAIVER, PLEASE COMPLETE THIS PAGE. AFTER YOU RETURN IT, IF YOU ARE ACCEPTED AS A CLIENT, WE WILL SIGN IT AND SEND YOU A COPY.

CLIENT'S NAME

CO-SIGNER'S NAME

CLIENT'S SIGNATURE

CO-SIGNER'S SIGNATURE

DATE SIGNED

DATE SIGNED

FOR OFFICE USE ONLY:

SLPP ATTORNEY

DATE SIGNED

Fees and Payment Agreement

Using a Credit or Debit Card

Initial Retainer Fee: \$750.00

___ Please charge my credit or debit card the full amount for the services rendered under the Retainer Contract.

___ Please charge my credit or debit card \$250.00 on the ___ day of the month for three (3) months starting with _____, 2014 for the services rendered under the Retainer Contract .

Monthly Retainer Fee: \$50.00 a month until permission withdrawn

After I have paid my Initial Retainer Fee, please charge my credit card or debit card \$50.00 on the ___ day of the month as my ongoing fee for the services rendered under the Retainer Contract. I understand that I can stop this monthly payment by giving 30 days notice.

ACKNOWLEDGEMENT

As indicated by my signature below, I acknowledge that I have read, understand and agree to the terms and conditions of the Fees and Payment Agreement.

Client Name: _____

Client Signature: _____

Date: _____

Credit / Debit Card Authorization

I, _____, Client, hereby authorize Whitehead and Associates, LLC to charge against my credit card certain fees pursuant to and consistent with the terms described in the Retainer Contract.

I understand that my credit card will be charged in advance as detailed on the FEES AND PAYMENT AGREEMENT page. I authorize said charge(s) as well as any additional usage charges as they may occur including but not limited to such charges as late payment fees. I understand that charges declined by the credit card issuer could constitute grounds for cancellation of the processing services.

**Please complete all of the following information.
Your account cannot be processed if incomplete.**

Card Type: MC _____ Visa _____ Discover _____

CC Number: _____ - _____ - _____ - _____ Expiration Date: _____

Security Code: _____

Name on Card (exactly as it appears): _____

Address: _____

City: _____

State: _____ Zip: _____

Signature: _____ Date: _____

Concluding Statement

In a few sentences, please let us know what you're expecting us to accomplish for you:

Given your current financial situation, how much a month could you afford to send to your creditor(s): \$_____.

Checklist

Please make sure that you have accurately and completely provided all of the information that we have asked for. Now, as you get ready to send us all of this information, please use the following checklist to prepare the package that you are returning to us. Missing information or forms will only delay our representation of you as a client.

WE STRONGLY RECOMMEND THAT YOU MAKE A COPY FOR YOURSELF OF ALL THE MATERIALS THAT YOU WILL BE SENDING US:

- ___ The **completed** Information Sheet(s)
- ___ The **signed & notarized** Power of Attorney form
- ___ The **signed** Affidavit of Income and Expenses form(s)
- ___ The **signed** Statement of Assets form(s)
- ___ The **completed** List of Student Loan Creditors
- ___ An **original** monthly statement from **each** Creditor
- ___ A **copy** of the **original** loan or installment agreement(s)
- ___ The **signed** Retainer Contract
- ___ The **signed** Conflict Waiver
- ___ The **signed** Fees and Payment Agreement
- ___ The **signed** Credit/Debit Card Authorization form
- ___ The two most recent **Payroll "Check Stubs"** for borrower & co-signer
- ___ The most recent **Income Tax Return** for borrower & co-signer
- ___ The **completed** Concluding Statement & Checklist Sheet