

#10295

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. Anita Alvarez, State's)
Attorney of Cook County, Illinois,)

Plaintiff,)

vs.)

NO: 08 CH 46900

CONTRACTOR'S LIEN SERVICES, INC.;)
and STEVEN BOUCHER, individually)
and as agent of Contractor's Lien Services,)
Inc.;)

Defendants.)

ORDER

This cause is coming before the Court on the Status Call and the *State's Attorney's Oral Motion for the Entry of a Final Consent Judgment Between the State's Attorney and Steven Boucher* ("State's Attorney's Motion").

Counsel for the State's Attorney (Joseph Hudson) is PRESENT; Counsel for Defendant Steven Boucher (Stacie Barhorst) is PRESENT; and Defendant Steven Boucher is ABSENT.

The Court being fully advised in the premises, **IT IS HEREBY FOUND AND ORDERED:**

1. The State's Attorney's Motion is granted, and the Final Consent Judgment Between the State's Attorney and Steven Boucher is entered.
2. Counsel for Defendant Steven Boucher (Stacie Barhorst) acknowledges receipt of a copy of this Final Consent Judgment.
3. This Final Consent Judgment resolve all of the matters in dispute between the State's Attorney and Steven Boucher in 08 CH 46900.
4. This case is removed from the Court's call.

Name: Joseph Hudson, ASA
Attorney for: People
Address: 69 West Washington-Suite 3130
Chicago, IL 60602
Phone: 312/603-8600

JUDGE RITA M. NOVAK, 2013
 DEC 19 2013
 ENTER
 Circuit Court-1741

 Judge Judge's No.

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CONTRACTOR'S LIEN SERVICES, INC.;)
and STEVEN BOUCHER, individually)
and as agent of Contractor's Lien Services,)
Inc.;)

Defendants.)

FINAL CONSENT JUDGMENT BETWEEN THE STATE'S ATTORNEY
AND STEVEN BOUCHER

On December 17, 2008, the People of the State of Illinois, ex rel., Anita Alvarez, State's Attorney of Cook County, Illinois filed a Complaint for Injunctive and Other Relief charging Defendant Contractor's Lien Services and Defendant Steven Boucher with violations of the Collection Agency Act (225 ILCS 425/1 et seq.) and the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 et seq.).

On December 17, 2008, Steven Boucher, individually, was personally served with the Summons and Complaint. On September 16, 2013, Counsel for Defendant Steven Boucher filed an Additional Appearance in this cause.

The State's Attorney and Steven Boucher have stipulated and agreed to the entry of the Final Consent Judgment without adjudication of any issue of fact or law and without Steven Boucher admitting any of the acts, omissions, or violations of law alleged in the Complaint.

The Court, having been presented with this Final Consent Judgment, hereby FINDS and ORDERS, as follows.

I. STEVEN BOUCHER'S PENDING BANKRUPTCY CASE

On August 20, 2010, Steven Boucher filed a Chapter 7 Petition in the United States Bankruptcy Court of the Northern District of Illinois in the matter of *In re Steven Boucher*, 10-37307. As of the date of the entry of this Final Consent Judgment, Steven Boucher's bankruptcy is pending.

II. JURISDICTION

The State's Attorney and Steven Boucher stipulate that the Court has jurisdiction of the subject matter and over the State's Attorney and Steven Boucher.

III. NO APPLICATION TO OTHER PARTIES AND CASES

A. This Final Consent Judgment shall not be applicable to Contractor's Lien Services in 08 CH 46900.

B. This Final Consent Judgment also does not resolve any of the matters in dispute among the Office of the Illinois Attorney General, Contractor's Lien Services, the Trustee, and Steven Boucher in 08 CH 46905.

IV. DEFINITIONS

“CONSUMER CREDIT TRANSACTION” means a transaction between a natural person and another person in which property, service, or money is acquired on credit by that natural person from such other person primarily for personal, family, or household purposes. See 225 ILCS 425/2.

“CONSUMER DEBT” means money, property, or their equivalent, due or owing or alleged to be due owing from a natural person by reason of a consumer credit transaction. See 225 ILCS 425/2.

“CONTRACTOR’S LIEN SERVICES” is Contractor’s Lien Services, Inc., a dissolved Illinois domestic corporation.

“STATE’S ATTORNEY” is the State's Attorney of Cook County, Illinois. The State’s Attorney is acting on behalf of the People of the State of Illinois.

“STEVEN BOUCHER” is Steven Boucher, individually. Agents, employees, representatives, and persons acting in concert with Steven Boucher are also included in this definition.

V. STIPULATIONS BY STEVEN BOUCHER

A. Steven Boucher stipulates that he does not possess a license, a Certificate of Registration, or any other form of permission from the Illinois Department of Financial and Professional Regulation to engage in the practice of a collection agency.

B. Steven Boucher also stipulates that he does not possess a license, a Certificate of Registration, or any other form of permission to engage in the practice of a collection agency in any state jurisdiction.

C. Steven Boucher also stipulates that he does not possess a license or any other form of permission from the Illinois Supreme Court to engage in the practice of law.

D. Steven Boucher also stipulates that he does not possess a license or any other form of permission to practice law in any state jurisdiction.

VI. PERMANENT INJUNCTION

A. Prohibition on the Preparation of Mechanics Liens

1. Steven Boucher is permanently enjoined from engaging in the practice of law in Illinois unless he possesses a license or some other form of permission from the Illinois Supreme Court to practice law.

2. Steven Boucher is also permanently enjoined from conducting any of the following activities in Illinois unless he possesses a license or some other form of permission from the Illinois Supreme Court to practice law:

- (i) offering or providing legal advice regarding the preparation of a mechanics lien or mechanics lien notice on behalf of another person or entity for a fee;
- (ii) offering to prepare a mechanics lien or mechanics lien notice on behalf of another person or entity for a fee;
- (iii) preparing a mechanics lien or mechanics lien notice on behalf of another person or entity for a fee;
- (iv) reviewing, prior to recordation, a mechanics lien or mechanics lien notice on behalf of another person or entity for a fee;
- (v) offering to foreclose on a mechanics lien on behalf of another person or entity for a fee;
- (vi) foreclosing on a mechanics lien on behalf of another person or entity for a fee; and
- (vii) originating, owning, operating, maintaining, or controlling any website on the World Wide Web that offers to prepare a mechanics lien or mechanics lien notice on behalf of another person or entity for a fee.

B. Prohibition on the Collection of Mechanics Lien Claims on Owner-Occupied Family Residences or Consumer Debts

1. Steven Boucher is also permanently enjoined from engaging in the business of a collection agency in Illinois unless he possesses a license, a Certificate of Registration, or some other form of permission from the Illinois Department of Financial and Professional Regulation to operate a collection agency.

2. Steven Boucher is also permanently enjoined from conducting any of the following activities on behalf of another person or entity for a fee in Illinois unless he possesses a license, a Certificate of Registration, or some other form of permission from the Illinois Department of Financial and Professional Regulation to operate a collection agency:

(i) offering to collect, attempting to collect, or collecting any mechanics lien claim on an owner-occupied family residence or any consumer debt;

(ii) originating, owning, maintaining, or controlling any website on the World Wide Web that offers to collect, attempts to collect, or collects any mechanics lien claim on an owner-occupied family residence or any consumer debt;

(iii) operating any office in Illinois that offers to collect, attempts to collect, or collects any mechanics lien claim on an owner-occupied family residence or any consumer debt;

(iv) owning or operating a business that acquires any mechanics lien claim on an owner-occupied family residence or any consumer debt from another person or entity by any means and then engaging in the collection of this same lien or debt; and

(v) originating, owning, operating, maintaining, or controlling any website on the World Wide Web that offers to acquire any mechanics lien claim on an owner-occupied family residence or any consumer debt from another person or entity by any means and then engaging in the collection of this same lien or debt.

VII. RESTITUTION

A. The People are not permitted to seek or obtain a judgment for restitution for any consumers against Steven Boucher during the pendency of his bankruptcy case, unless otherwise permitted by the U.S. Bankruptcy Court.

B. The People are given leave, within 180 days, to reinstate this action against Steven Boucher for the purpose of obtaining restitution for any consumers if Steven Boucher's bankruptcy petition is dismissed without discharge, or the automatic stay is terminated or modified to permit the collection of restitution, or the bankruptcy does not otherwise provide for the discharge or payment of restitution.

VIII. CIVIL PENALTY

Steven Boucher shall pay a Civil Penalty of \$2,500. The imposition of a Civil Penalty against Steven Boucher shall not be deemed as an admission of guilt or liability by Steven Boucher for any of the acts, omissions, or violations of law alleged in the Complaint.

IX. PARTIES TO BEAR OWN COSTS, ATTORNEY FEES, AND OTHER EXPENSES

The State's Attorney and Steven Boucher shall bear their own court costs, attorney fees, and other expenses.

X. MONEY JUDGMENT

A. Steven Boucher shall pay a **Judgment of \$2,500**. This Judgment consists solely of a Civil Penalty of \$2,500.

B. The State's Attorney waives the collection of interest on this Judgment.

XI. COMPLIANCE

Steven Boucher shall not enter into, form, organize, or reorganize into any partnership, corporation, or any other legal structure for the purpose of avoiding compliance with the terms of this Final Consent Judgment. Compliance with this Final Consent Judgment does not relieve Steven Boucher of any other obligations imposed by applicable federal, state, or local laws. The State's Attorney and Steven Boucher stipulate that this Final Consent Judgment shall not be construed as approval by the State's Attorney of Steven Boucher's past or future conduct or any admission of liability by Steven Boucher.

XII. JURISDICTION RETAINED BY THE COURT

Jurisdiction of this Final Consent Judgment is expressly retained by the Circuit Court of Cook County for the modification of any of the provisions, for the enforcement of compliance, and for the punishment of any violation that occurs after the effective date of this Final Consent Judgment. The State's Attorney and Steven Boucher shall retain standing to enforce its provisions, to request modifications, and to petition for punishment for violations of its terms.

XIII. SEVERABILITY

If any portion of this Final Consent Judgment is held to be invalid, unenforceable, or void for any reason whatsoever, then such portion will be severed from the remainder of this Final Consent Judgment and will not affect the validity and enforceability of the remaining portions of this Final Consent Judgment.

XIV. WAIVER OF CONSTRUCTION AGAINST DRAFTER

The State's Attorney and Steven Boucher stipulate that this Final Consent Judgment has been negotiated at arms length, and each party participated in the drafting of this Final Consent Judgment. Accordingly, the State's Attorney and Steven Boucher waive any rule of law or other statute, legal decision, or common law principle that would require the interpretation of any ambiguities in this Final Consent Judgment against the party that drafted it.

XV. AUTHORIZATION AND CONSENT OF PARTIES

The States Attorney and Steven Boucher stipulate that they have read and understand the terms of this Final Consent Judgment. The States Attorney and Steven Boucher also stipulate that they knowingly and willingly agree to the entry of this Final Consent Judgment by the Court. A true and correct Affidavit of Steven Boucher is attached to this Final Consent Judgment as **Exhibit A**.

XVI. ENTIRE AGREEMENT

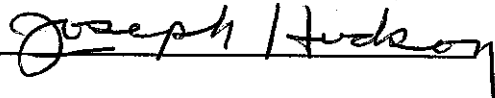
This Final Consent Judgment supersedes any and all prior oral and/or written agreements, negotiations, and/or understandings between the State's Attorney and Steven Boucher. The State's Attorney and Steven Boucher stipulate that no promise, agreement, statement, or representation made outside of the terms of this Final Consent Judgment has been relied upon to enter into this Final Consent Judgment. Further, the State's Attorney and Steven Boucher stipulate that this Final Consent Judgment contains the entire agreement between the State's Attorney and Steven Boucher, and no supplement, modification, or waiver of any of the provisions of this Final Consent Judgment shall be binding unless it is executed in writing by the State's Attorney and Steven Boucher.

XVII. EFFECTIVE DATE

This Final Consent Judgment shall take effect immediately upon its entry by the Court. The Court makes the express finding that there is no just reason for delaying either enforcement or appeal or both of this Final Consent Judgment.

XVIII. WAIVER OF SERVICE

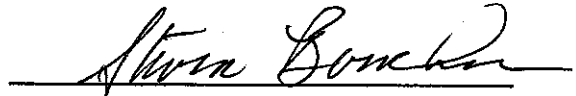
The State's Attorney and Steven Boucher also stipulate to actual notice and receipt of this Final Consent Judgment.



Cook County State's Attorney's Office

By: Joseph Hudson, ASA

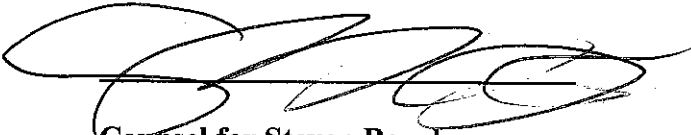
Date: 11/18/13



Steven Boucher

By: Steven Boucher

Date:



Counsel for Steven Boucher
Kaplan, Papadakis & Gournis, P.C.

By: Stacie Barhorst

Date: 12/9/13

So entered:
Date:

JUDGE RITA M. NOVAK
DEC 19 2013
Circuit Court-1741 ✓

JUDGE

Anita Alvarez
State's Attorney of Cook County, Illinois

Cook County State's Attorney's Office
Special Prosecutions Bureau - Consumer Fraud Unit
Attn: Mr. Joseph Hudson, Assistant State's Attorney
69 West Washington Street - Suite 3130
Chicago, Illinois 60602
312/603-8600
#10295

#10295

STATE OF ILLINIOS)
) ss
COUNTY OF COOK)

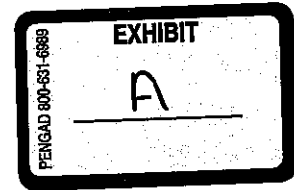
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AFFIDAVIT OF STEVEN BOUCHER

I, Steven Boucher, do solemnly swear that the statements contained in my Affidavit are true and correct to my knowledge, and if called upon as a witness, I could competently testify to the facts in my personal knowledge.

1. My name is Steven Boucher, and I am over twenty-one (21) years of age.
2. I have read my Affidavit, and I have personal knowledge of the facts stated in my Affidavit as they relate to me.
3. I have read, agreed to the terms, and signed the Final Consent Judgment in the above-captioned matter.

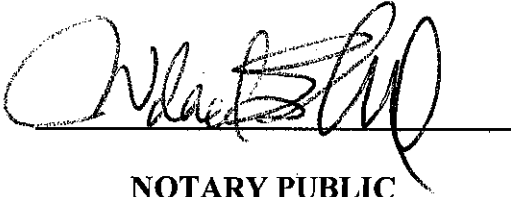
4. I request that the Court enter the Final Consent Judgment.

I HAVE NOTHING FURTHER TO SAY.



Steven Boucher

SIGNED AND SWORN TO
before me this 13th
day of December, 2013
2013, by Steven Boucher.



NOTARY PUBLIC

