

Attachment 141

Response to Show Cause Order, filed by Critique Services L.L.C. and Diltz

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI**

In re:)	
	)	Case No. 16-00402
CRITIQUE SERVICES, LLC,)	
BEVERLY HOLMES DILTZ,)	
JAMES C. ROBINSON,	)	Business of the Court
ROBERT J. DELLAMANO,)	
DEAN D. MERIWETHER, and)	
RENEE MAYWEATHER,)	
)	
Respondents.)	

RESPONSE TO THE SHOW CAUSE ORDER IN THE ABOVE CAPTIONED CASE

COME NOW Respondents Critique Services, LLC and Beverly Holmes-Diltz in response to the Show Cause Order in the above captioned matter state as follows:

1. The “News Release” attached to and referred to in the Show Cause Order was produced by Critique Services, LLC and distributed to officials at the NAACP and other civil rights and media organizations and to some individuals. It would not reasonably be construed as a statement of publication from a news organization.

2. Respondents Critique Services, LLC and Beverly Holmes-Diltz should not be barred from providing bankruptcy related services based upon dissemination of the “News Release.” The dissemination of the “News Release” is protected by the First Amendment of the United States Constitution.

3. Because the Attorney Retainer Agreement referenced in the Show Cause Order had all names redacted, Respondents Critique Services, LLC and Beverly Holmes-Diltz are unable to identify the person who allegedly received the document in order to pursue discovery.

4. Pursuant to the due process clause of the United States Constitution, these

Respondents' property right to continue conducting business and earning money should not be impaired without their being able to discover and to question whoever allegedly received the document.

5. Because these Respondents cannot do discovery without the name of the alleged recipient of the "News Release," these Respondents are unable to provide all the necessary information requested by the Court in response to the Show Cause Order.

6. They also cannot provide responses intelligently, fairly and thoroughly to the Show Cause Order within the ten (10) days provided to them by the Court because gathering the necessary information to respond will be time consuming and take significant effort that require more than ten (10) days.

7. Also in order to respond, these Respondents may well need to obtain testimony from persons with experience and expertise with regard to news releases in order to provide a better understanding for this Court concerning the "News Release" in question.

8. For all the above reasons, these Respondents require a sufficient period of time to conduct discovery that would allow them to identify the redacted person and take his/her deposition, to identify any potential expert witness, to identify other lay persons who might also be able to testify with regard to their understanding of the "News Release," and to gather other information and present their defense to the issues raised in the Show Cause Order. The due process clause of the United States Constitution requires that this be allowed.

9. These Respondents also request an evidentiary hearing on all matters raised by the Court in the Show Cause Order so that they might present a reasonable defense to all of the allegations made in the Show Cause Order. The due process clause of the United States

Constitution requires no less.

10. Since the Court who issued the Show Cause Order is acting as a prosecuting authority in this matter, the due process clause of the United States Constitution requires that the matter be heard by a different judge who is not involved in prosecuting the matter.

WHEREFORE, these Respondents pray that this Honorable Court require Mr. T.J. Mullen to provide them with the name and address of the person who allegedly received the “News Release,” grant a period of time of no less than three (3) months to conduct discovery, assign this matter for a hearing to another judge and/or schedule an evidentiary hearing a sufficient period of time after discovery, and grant such other and further relief as the Court deems just under the circumstances herein.

Respectfully submitted,
Attorney for Critique Services, LLC &
Beverly Holmes-Diltz

/s/ Laurence D. Mass
Laurence D. Mass #30977MO
230 South Bemiston, Suite 1200
St. Louis, Missouri 63105
Phn: (314) 862-3333, Ext. 20
Fax: (314) 862-0605
Email: laurencedmass@att.net

CERTIFICATE OF SERVICE

By my signature I hereby certify that the foregoing document has been electronically filed with the Clerk of the United States Bankruptcy Court, Eastern District of Missouri by using the CM/ECF system and that a copy will be served by the CM/ECF system upon those parties indicated by the CM/ECF system.

By: /s/ Laurence D. Mass

Attachment 142

Response to Show Cause Order, filed by Mayweather

RECEIVED+FILED
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

2016 FEB 25 AM 11:42

In re:)
)
Critique Services, LLC)
Beverly Holmes Diltz,)
James C. Robinson,)
Robert J. Dellamano)
Dean D. Meriwether and)
Renee Mayweather,)
Respondents,)
)

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

Case No. 16-00402

Business of the Court

RESPONSE TO THE SHOW CAUSE ORDER IN THE ABOVE CAPTIONED CASE

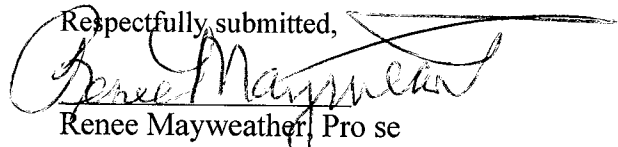
COMES NOW Respondent, Renee Mayweather in response to the Show Cause Order in the above captioned matter states as follows:

1. The "New Release" referred to in the Show Cause Order was NOT produced by Respondent.
2. Respondent requests an evidentiary hearing on the matters raised by the Courts in the Show Cause Order so that he might present a reasonable defense to all the allegations made in the Show Cause Order. The Due Process clause of the United States Constitution requires no less.
3. Because the Respondent cannot do discovery without the name of the alleged recipient of the "New Release", the Respondent is unable to provide all the necessary information requested by the Court in response to the Show Cause Order.
4. Since the Court that issued the Show Cause Order is acting as a prosecuting authority in this matter, the due process clause of the United States Constitution requires that the matter be heard by a different judge who is not involved in prosecuting the matter.

5. Respondent requires sufficient period of time to conduct discovery that would allow her to identify the redacted person and take his/her deposition and to gather other information and present her defense to the issues raised in the Show Cause Order. The due process clause of the United States Constitution requires that this be allowed.

WHEREFORE, the Respondent prays that this Honorable Court requires Mr. T.J. Mullin to provide her with the name and address of the person who allegedly received the "New Release," and grant a period of time of no less than three (3) months to conduct discovery, assign this matter for a hearing to another judge and/or schedule an evidentiary hearing a sufficient period of time after discovery, and grant such other and further relief as the Court deems just under the circumstances herein.

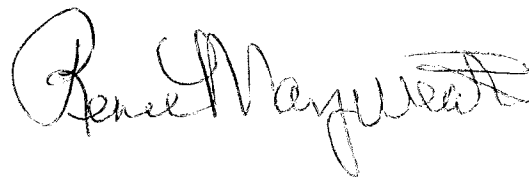
Respectfully submitted,


Renee Mayweather, Pro se
3919 Washington
St. Louis, Mo 63108

Certificate of Service

By my signature, I certify that on February 25, 2016, I served the foregoing Petition for Writ of Prohibition, Exhibits A, B, and C thereto, along with the Appendix, by hand-delivery upon:

United States Bankruptcy Court
Thomas F. Eagleton U. S. Courthouse
111 South 10th Street, 4th Floor
St. Louis, MO 63102



Attachment 143

Response to Show Cause Order, filed by Meriwether

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

RECEIVED + FILED
2016 FEB 25 AM 11:41

In re:)
)
Critique Services, LLC)
Beverly Holmes Diltz,)
James C. Robinson,)
Robert J. Dellamano)
Dean D. Meriwether and)
Renee Mayweather,)
Respondents,)
)

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

Case No. 16-00402

Business of the Court

RESPONSE TO THE SHOW CAUSE ORDER IN THE ABOVE CAPTIONED CASE

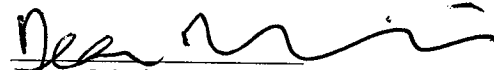
COMES NOW Respondent, Dean D. Meriwether in response to the Show Cause Order in the above captioned matter states as follows:

1. The "New Release" referred to in the Show Cause Order was NOT produced nor distributed by Respondent. Respondent had no knowledge of the "New Release".
2. Respondent requests an evidentiary hearing on the matters raised by the Courts in the Show Cause Order so that he might present a reasonable defense to all the allegations made in the Show Cause Order. The Due Process clause of the United States Constitution requires no less.
3. Because the Respondent cannot do discovery without the name of the alleged recipient of the "New Release", the Respondent is unable to provide all the necessary information requested by the Court in response to the Show Cause Order.
4. Since the Court that issued the Show Cause Order is acting as a prosecuting authority in this matter, the due process clause of the United States Constitution requires that the matter be heard by a different judge who is not involved in prosecuting the matter.

5. Respondent requires sufficient period of time to conduct discovery that would allow him to identify the redacted person and take his/her deposition and to gather other information and present his defense to the issues raised in the Show Cause Order. The due process clause of the United States Constitution requires that this be allowed.

WHEREFORE, the Respondent prays that this Honorable Court requires Mr. T.J. Mullin to provide him with the name and address of the person who allegedly received the "New Release," and grant a period of time of no less than three (3) months to conduct discovery, assign this matter for a hearing to another judge and/or schedule an evidentiary hearing a sufficient period of time after discovery, and grant such other and further relief as the Court deems just under the circumstances herein.

Respectfully submitted,



Dean Meriwether, #48336

Representing Self

3919 Washington

St. Louis, MO 63108

Certificate of Service

By my signature, I certify that on February 25, 2016, I served the foregoing Petition for Writ of Prohibition, Exhibits A, B, and C thereto, along with the Appendix, by hand-delivery upon:

United States Bankruptcy Court
Thomas F. Eagleton U. S. Courthouse
111 South 10th Street, 4th Floor
St. Louis, MO 63102



Attachment 144

Response to Show Cause Order, filed by Dellamano

RECEIVED+FILED
2016 FEB 25 AM 11:41

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

In re:)
)
Critique Services, LLC)
Beverly Holmes Diltz,)
James C. Robinson,)
Robert J. Dellamano) Case No. 16-00402
Dean D. Meriwether and)
Renee Mayweather,) Business of the Court
Respondents,)
)
)

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

RESPONSE TO THE SHOW CAUSE ORDER IN THE ABOVE CAPTIONED CASE

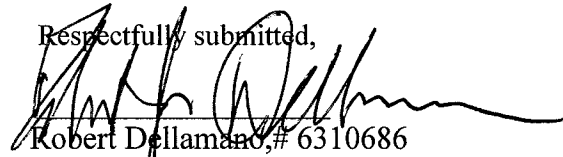
COMES NOW Respondent, Robert J. Dellamano in response to the Show Cause Order in the above captioned matter states as follows:

1. The "New Release" referred to in the Show Cause Order was NOT produced nor distributed by Respondent. Respondent had no knowledge of the "New Release".
2. Respondent requests an evidentiary hearing on the matters raised by the Courts in the Show Cause Order so that he might present a reasonable defense to all the allegations made in the Show Cause Order. The Due Process clause of the United States Constitution requires no less.
3. Because the Respondent cannot do discovery without the name of the alleged recipient of the "New Release", the Respondent is unable to provide all the necessary information requested by the Court in response to the Show Cause Order.
4. Since the Court that issued the Show Cause Order is acting as a prosecuting authority in this matter, the due process clause of the United States Constitution requires that the matter be heard by a different judge who is not involved in prosecuting the matter.

5. Respondent requires sufficient period of time to conduct discovery that would allow him to identify the redacted person and take his/her deposition and to gather other information and present his defense to the issues raised in the Show Cause Order. The due process clause of the United States Constitution requires that this be allowed.

WHEREFORE, the Respondent prays that this Honorable Court requires Mr. T.J. Mullin to provide him with the name and address of the person who allegedly received the "New Release," and grant a period of time of no less than three (3) months to conduct discovery, assign this matter for a hearing to another judge and/or schedule an evidentiary hearing a sufficient period of time after discovery, and grant such other and further relief as the Court deems just under the circumstances herein.

Respectfully submitted,



Robert Dellamano, # 6310686
Representing Self
4849 State Route 15
Freeburg, IL. 62243

Certificate of Service

By my signature, I certify that on February 25, 2016, I served the foregoing Petition for Writ of Prohibition, Exhibits A, B, and C thereto, along with the Appendix, by hand-delivery upon:

United States Bankruptcy Court
Thomas F. Eagleton U. S. Courthouse
111 South 10th Street, 4th Floor
St. Louis, MO 63102



Attachment 145

Judicial Notice of Critique Services L.L.C.'s Facebook Page,
entered in *In re Critique Services L.L.C., et al.*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MISSOURI**

In re:	§	Case No. 16-0402
	§	
Critique Services L.L.C.,	§	
Beverly Holmes Diltz,	§	Business of the Court
James C. Robinson,	§	
Dean D. Meriwether,	§	
Robert J. Dellamano, and	§	
Renee Mayweather,	§	
	§	
Respondents.	§	

ORDER TAKING JUDICIAL NOTICE

The above-listed Respondents are affiliated with the notoriously disreputable “bankruptcy services” business known as “Critique Services” (the “Critique Services Business”). Three of the Respondents—James C. Robinson, Dean D. Meriwether, and Robert J. Dellamano—are attorneys. Two of the Respondents—Beverly Holmes Diltz and Renee Mayweather—are not attorneys. Respondents Critique Services L.L.C. is a limited liability company owned by Diltz, through which the Critique Services Business is operated.

On February 16, 2016, the Court opened this Miscellaneous Proceeding and issued a Show Cause Order [Doc. No. 1], directing each of the Respondents to show cause why he should not be permanently barred from providing bankruptcy services in this District. The Court issued the Show Cause Order based on the Critique Services Business’s apparent distribution of a document marked “News Release” as part of the solicitation of a client and the collecting of attorney’s fees from that client for services to be rendered in a bankruptcy case to be filed before this Court. The News Release is designed to look like a legitimate news story, but bears the blatantly false headline: “Judge Denies African Americans Access to St. Louis Bankruptcy Court.” This headline is not opinion or innuendo; it is a false statement of fact. Mendacity by those affiliated with the Critique Services Business is nothing new. Each of the Respondent-attorneys currently is suspended from the privilege of practicing before this Court

for assorted acts of professional malfeasance, including the making of false statements to the Court.

The Court has the inherent authority to discipline attorneys who appear before it for professional malfeasance, including for the making of false statements in connection with obtaining fees from debtors for services to be rendered in cases before the Court. The Court also has the inherent authority to issue directives and injunctions against non-attorneys who collect fees for services to be rendered in connection with cases before or anticipated to be before this Court. The Court can take action to preserve the integrity of the Court. It is not required to make its forum a playground in which the openly unscrupulous and dishonest can systematically victimize debtors who seek relief before this Court.

In the Show Cause Orders, the Court directed that any response be filed by February 25, 2016. On February 25, 2016, each of the Respondents filed a response. Respondents Critique Services L.L.C. and Beverly Holmes Diltz filed a joint response (the “CSLLC/Diltz Response”)[Doc. No. 13], which now gives rise to the need for the judicial notice ordered herein.

I. BACKGROUND OF THE CRITIQUE SERVICES BUSINESS

As has been detailed in numerous previous orders of this Court, the Critique Services Business is a scam that preys on primarily the minority, working poor of metropolitan St. Louis area. It is sufficient for purposes here to summarize the business operations as follows. In exchange for cash payments (the business pulls in almost a million dollars a year, in cash, in debtor’s attorney’s fees), the business promises to render legal services—legal services that the business is specifically designed to never provide. Its attorneys are human rubber-stamps who have little, if anything, to do with the clients. Fees are collected by non-attorney staff persons before the attorney meets with the client (*if* the attorney ever meets with the client). Telephone calls from clients are ignored; important documents are not filed; attorneys fail to appear in court and at § 341 meetings; clients’ attempts to reach the attorneys are turned back by non-attorney staff persons; forged court documents are used; clients are told by

non-attorney staff persons to that the client must represent himself in court; pleadings with known false representations are filed; false information is solicited for inclusion in pleadings; requests from case trustees for client documents are ignored. Numerous debtors who were Critique Services Business clients have testified that they became so desperate to have their cases filed that they would come into the Critique Services Business Office on a near-daily basis, to beg for help—but it nevertheless (and inexplicably) took months to file their cases. Whatever “services” are provided are provided by non-attorney staff persons, who prepare the legal documents, give “legal” counsel, and affix the attorney’s signature to legal pleadings to give the cosmetic appearance of the practice of law. Those affiliated with the business have refused to account for what happens to the fees after collection, despite Court orders to provide such information. However, it is clear that the fees are not held in a client trust account.

The lengthy history of the malfeasance of those affiliated with the Critique Services Business goes back nearly twenty years, and includes numerous injunctions, sanctions and disbarments. The business’s currently affiliated attorneys—Respondents Robinson, Meriwether, and Dellamano—are suspended from the privilege of practicing before this Court for various bad acts. They also are currently in contempt of court.

Diltz is a convicted felon who served time for fraud. She now runs this cut-rate “bankruptcy services” business, which collects money from people who desperately need legal assistance, but who have no real way of holding anyone accountable when the Critique Services Business does not render any meaningful legal services. (The working poor usually lack the time, resources and familiarity with the legal process to represent themselves pro se against their own attorneys and attorneys’ businesses.) Diltz has been repeatedly enjoined by this Court from the unauthorized practice of law. She is permanently barred from operating in this District as a bankruptcy petition preparer. In the Southern District of Illinois, Diltz has been permanently barred from ever providing any bankruptcy services of any sort in that district. Neither Diltz nor Critique Services L.L.C. have filed tax returns in at least three years.

Non-attorney Respondent Renee Mayweather is Diltz's long-time cohort. Mayweather, like Diltz, has been previously enjoined by this Court in connection with the rendering of bankruptcy services. Mayweather currently is facing a show cause directive in her own, separate Miscellaneous Proceeding (Case No. 16-MISC-0401), where facts and circumstances have given the Court cause to believe that she is violating a 2007 injunction entered against her by this Court.

II. DISTRIBUTION OF THE NEWS RELEASE

In the CSLLC/Diltz Response, Critique Services L.L.C. and Diltz admit that Critique Services L.L.C. prepared the News Release. They claim that they distributed the News Release "to officials at the NAACP and other civil rights and media organizations and to some individuals." However, this purportedly exhaustive distribution list has a glaring omission. The News Release is publicly distributed as part of the Critique Services Business's advertising on its Facebook page (Attachment A¹).

Facebook is commonly used by businesses for the purpose of web-based advertising. The Critique Services Business has a Facebook page listed under the name of "Critique Svc." Its Facebook page bears the name "Critique Services, L.L.C." Its page can be viewed publicly by anyone with a Facebook account. It lists the Critique Services Business slogan ("We Are the People We Serve"). It lists the Critique Services Business Office address of 3919 Washington Blvd., St. Louis, Missouri 63108. It lists the Critique Services Business Office telephone number. It lists the address for the Critique Services Business website. The Facebook page is clearly designed to advertise to the public and to solicit clients for the Critique Services Business.

The News Release is a prominent part of the Critique Services Business Facebook page, where it is publicly distributed in connection with the business advertising its services. Respondents Critique Services L.L.C. and Diltz's characterization in the CSLLC/Diltz Response regarding the limited distribution of the News Release appears to be false.

¹ Attachment A is a collection of screen shots of the Critique Services L.L.C.'s Facebook page, captured on February 25, 2016.

The issue before the Court in this Miscellaneous Proceeding is whether the Respondents should be prohibited from providing bankruptcy services in this District, based on the Critique Services Business's use of a false statement in connection with soliciting and accepting fees from clients in cases before or anticipated to be before this Court. In connection with making that determination, the Court takes judicial notice, pursuant to Federal Rule of Evidence 201(c)(1), of the fact that the Critique Services L.L.C. posted the News Release on its Facebook page. The fact that the Critique Services L.L.C. posted the News Release on its Facebook page is the type of fact of which the Court may take judicial notice. See, e.g., *Osheroff v. Humana, Inc.*, 776 F.3d 805, 811 (11th Cir. 2015)(holding that the U.S. district court in the Southern District of Florida did not err in taking judicial notice of advertisements in the *Miami Herald* and considering those advertisements in determining a Rule 12(b)(6) motion). The fact that the News Release is posted on the Critique Services Business Facebook page is not subject to reasonable dispute because it is generally known within the Court's territorial jurisdiction. The Critique Services Business, which is run by Diltz and through Critique Services L.L.C., takes money from more than a thousand clients every year, and has done so for many years. Its public advertising in this territorial jurisdiction is no secret. The Court is not required to pretend blindness to the fact of public advertising in its own territorial jurisdiction.



CHARLES E. RENDLEN, III
U. S. Bankruptcy Judge

DATED: February 26, 2016
St. Louis, Missouri
kar

Copies mailed to:

Tim Mullin
Law Office of Tim Mullin, P.C.
Attorney at Law
201 South Central Avenue, Suite 103
Clayton, MO 63105

Beverly Holmes Diltz
Critique Services
3919 Washington Blvd.
St. Louis, MO 63108

Renee Mayweather
Critique Services
3919 Washington Blvd.
St. Louis, MO 63108

Renee Mayweather
Law Office of Teresa M. Coyle
1221 Locust Street
St. Louis, MO 63108

Critique Services L.L.C.
3919 Washington Blvd.
St. Louis, MO 63108

Robert J. Dellamano
Critique Services
3919 Washington Blvd.
St. Louis, MO 63108

Dean D. Meriwether
Critique Services
3919 Washington Blvd.
St. Louis, MO 63108

James C. Robinson
Critique Services
3919 Washington Blvd.
St. Louis, MO 63108

ATTACHMENT A

Critique Svc

Home Find Friends

☆ Favorites

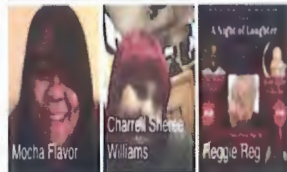
Critique Svc Timeline Recent

Add Friend

Sponsored

Friends 213

Old School 95.5



Intro

- Works at Critique Services LLC. Founder & Owner
- Lives in St. Louis

Edit

Critique Svc

February 17 at 7:08am

https://m.facebook.com/story.php...



195,696 Likes 26,814 talking about this

Like Page

Share

Critique Svc Critique Services has just been served with yet another Order from the Judge in retaliation for our News Release that highlights the Judge's bias and discriminatory actions. Expect to hear more personal attacks, insults, innuendo, and unsubstantiated claims by the Judge.

February 17 at 4:55pm

Critique Svc with Tammie Holland Saint Louis 1190 13 others

February 16 at 2:06pm

PLEASE READ & SHARE !!!

News Release:

Judge Denies African Americans Access to St. Louis Bankruptcy Court

ST. LOUIS – In recent months, Missouri has witnessed the U.S. Justice Department's uncovering of corruption in police departments and courts here unfairly and disproportionately targeting African-Americans.



\$144.99 at Amazon - ★★
 Sleep Master Bifold Box Spring Folding Mattress Foundation, Queen - \$144.99

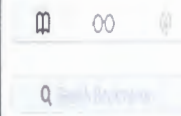
151,461 people talking about this




FREE SHIPPING Orders \$ overstock.com
 Lafayette King Sleigh Bed

Chat (1)


Many blacks are currently stranded in bankruptcy court. Justice James...





☆ Favorites



Critique Services, L.L.C.
"We Are the People We Serve"




364 Washington Ave | St. Louis, MO 63101 | (314) 555-8122 | critiqueervices.com





Critique Svc

Friend Requests See All

 **Jamie Halverson O'Hollaren**
 Confirm Friend

Sponsored Create Ad



If You Have a Dog You Must See This!
 trudog.com

Edit



Sponsored



Remington Haircut Kit
amazon.com
Vacuum Haircut Kit from
Remington. Mess-free,
professional results. Shop now
and save 10%.

About

To see what she shares with friends: [send her a friend request.](#)

Add Friend



FREE SHIPPING Orders \$...
over \$1000.com
Lafayette King Sleigh Bed

Overview

Work and Education

Works at Critique Services LLC, Founder &
Owner

(314) 533-4357

March 2013 to present

3919 Washington Blvd
St. Louis, MO, United States
63108

Places She's Lived

No schools to show

http://critiqueservices.info

Contact and Basic Info

Family and Relationships

Lives in St. Louis

Details About Critique

Life Events

No relationship info to show

Edit

Friends

Chat



Critique Svc

Home Find Friends

Critique Svc Timeline Recent

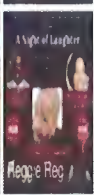
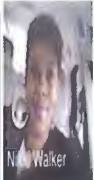
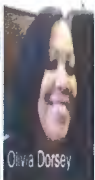
Add Friend

Sponsored

☆ Favorites

Friends 1,213

Old School 95.5



Intro

Works at Critique Services LLC. Founder & Owner

Lives in St. Louis

Elgin, IL · Emily · Tim · Colton · Antonio · ... · More · Friends · 2010

If Judge Rendlen has his way the fees that African American will pay will double or triple. This could double in increase of a million dollars a year paid to attorneys that overcharge their clients.

In the last 18 months Judge Rendlen has suspended 4 attorneys from Critique Services and threatens others. In June of 2014 Judge Rendlen suspension of a Critique Service attorney causing hundreds of African Americans to be unrepresented.

In December 2015, Judge Rendlen again issued suspension against two Critique Attorneys, one of which had never filed a case.

Yet again, hundreds of African Americans to be left unrepresented in bankruptcy court. The Judge's action may well lead to the failure of their cases and most certainly will cost the reputation of a Black Business that has served the African American community well for over 20 years.

Prior to Judge Rendlen suspending the Attorneys he always revokes the Critique Service's Attorney's Electronic Filing privileges causing extreme delays in African Americans getting their bankruptcy cases filed.

This system of filing, manual filing, has not been used in the Bankruptcy Court System since 2001.

Critique Service attorneys are seeking reversals from the 8th Circuit Court of Appeals and the District Court of Judge Rendlen unconstitutional acts which have resulted in the abandonment of hundreds of African Americans and denial of thousands of African American access to the bankruptcy courts.

Unfortunately a ruling from the 8th Circuit of Appeals and the District Court of Appeals takes several years.

Share

5

18 shares

View 1 more comment



\$144.99 at Amazon - ★★ Sleep Master BiFold Box Spring Folding Mattress Foundation, Queen - \$144.99

100+ people view this



FREE SHIPPING Orders \$. overstock.com Motif Design Aura Deluxe Platform Bed - Gold

Edit

Chat (1)

☆ Favorites

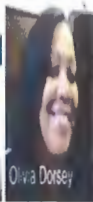
Critique Svc Timeline Recent

Add Friend

Sponsored

Friends 213

Old School 95.5



Olivia Dorsey



Nikki Walker



Mocha Flavor



Charrell Shelle Williams



Meggie Reg



Wayne Harrison



Melody Allen



Jemettus Jones

Intro

Works at Critique Services LLC, Founder & Owner

Lives in St. Louis

2008 U.S. Trustee Terms of Service

claims of the judge.

February 17 at 4:58pm

Critique Svc with Tammie Holland Saint Louis with 13 others

February 16 at 2:56pm

PLEASE READ & SHARE !!!

News Release:

Judge Denies African Americans Access to St. Louis Bankruptcy Court

ST. LOUIS – In recent months, Missouri has witnessed the U.S. Justice Department's uncovering of corruption in police departments and courts here unfairly and disproportionately targeting African-Americans.

Many blacks are currently stranded in bankruptcy court, losing homes, wages and vehicles because Judge Charles Rendlen has a personal vendetta against a Bankruptcy Firm that services African Americans.

Judge Rendlen, former U.S. Trustee, who prosecuted a suit against Critique Services in 2005, has some unfinished business he's addressing from the bench. To read his flaming Orders, they are filled with personal attacks, insults, innuendo and unsubstantiated claims. They read more like a novel than a legalese.

The Judge testifies in his own Orders to establish unsupported records against Attorneys. Then he suspends the Attorney without any Due Process of the Law or an evidentiary hearing. Leaving hundreds of African American stranded an unrepresented in the bankruptcy court system. This is blatant sabotage.

If Judge Rendlen has his way the fees that African American will pay will double or triple. This could double in increase of a million dollars a year paid to attorneys that overcharge their clients.

In the last 18 months Judge Rendlen has suspended 4 attorneys from Critique Services and threatens others. In June of 2014 Judge Rendlen suspension of a Critique Service attorney causing hundreds of African Americans to be



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Beautyrest Recharge "Maddy"

Luxury Firm King-size

Mattress Set

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Chat (1)



Critique Services, LLC

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To see what she shares with friends, send her a friend request.

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Friends 1213



Critique Svc February 18 at 5:03am

ANNOUNCEMENT: Good News:

The NAACP has opened an investigation into the discriminatory actions of the Bankruptcy Court that have been imposed against Critique Services and the African Americans seeking debt relief...

Share

10

1 share

Edit

Chat (1)

Attachment 146

Motion to Disgorge Fees, filed in *In re Keisha White*

Keisha White
2012 Runningridge CT
Apt E
Maryland Heights, MO 63043
314-274-8730
CASE # 15-45524
December 22, 2015

RECEIVED+FILED

2015 DEC 22 PM 1:37

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

Dear Honorable Judge:

On or around June 16, 2015, I paid Critique Services in the amount of \$684 to file a Chapter 7 bankruptcy. After constant unanswered phone calls, my case was finally filed July 24, 2015. My meeting with the creditors was scheduled in August but the courts gave a continuance. Critique Services were not prepared. Before the new court date in September, I went to Critique and added a new creditor. In court, the Trustee asked if I needed to add any creditors. I asked the trustee if the new creditor--Webster University was on my bankruptcy. The trustee informed me it was not. The trustee also instructed my attorney, Dean Merriweather, to amend those changes. A week or two prior to Thanksgiving, I received a letter from the trustee's office. The letter expressed how Critique Services were contacted in October to send in the requested materials and had until December 2015 or another motion was going to be filed. I called the trustee's office, informing them I had been asking Critique Services to update my case since August. I went to Critique and informed them of the letter, they said I could not speak to my attorney, I had to wait on his assistant. His assistant was never there. Office hours were from 9-3, she wouldn't arrive until 2pm. I explained to them I had paid back in June and this shouldn't take this long. They said they would handle it in a few days. Early December, I received another letter from the Trustees Office saying the form was never received and a motion to compel was going

to be filed. I immediately went back to Critique Services. They told me they sent in the form twice and I could send it in. I told them I hired them to represent me. I called the US Courts, which was when I found out my attorney had been suspended the week prior. Critique Services never informed me. The courts also explained how the forms were on inaccurate documents and I needed to send them in. Which is going to delay my discharge date, yet again. I am asking for the court to move my discharge date in my favor due to the incompetence of my attorney

A handwritten signature in black ink, consisting of a series of loops and flourishes, centered on the page.

Attachment 147

Motion to Disgorge Fees, filed in *In re Martin*

RECEIVED+FILED

William and LaNisha Martin
6229 Greer Ave
St. Louis, Missouri 63121
314-319-5324

2015 DEC 15 AM 10:37

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DIST OF MISSOURI

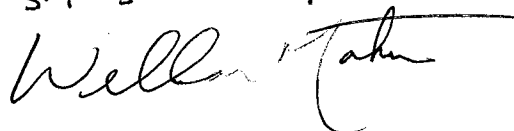
Debtor
William Martin III
LaNisha Martin

Case No. 15-47021
Motion to Disgorge

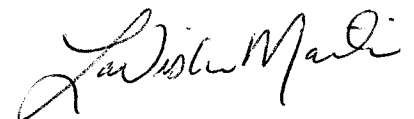
We William and LaNisha Martin are requesting to disgorge Dean Meriwether's fees under the Bankruptcy Code 329(b) and are requesting the garnishment taken from May 29, 2015 through September 18, 2015 (\$2151.12) return. We initially filed bankruptcy in September 2014 paying the first fee (\$380). Dean Meriwether was not present upon filing and paying first fee in September 2014. We did not hear from Dean Meriwether nor his associates at Critique Services. Once we came back in January 2015 we had to pay late fees (\$200). Meriwether was never present for questions or concerns that we had about this long process. In July, we paid the last of our fees (\$230). Our phone calls were never returned and we constantly had to drive to the office to speak to an associate. Even after informing Dean Meriwether and his associates at Critique Services that we are homeless since December 2014, there was still no urgency with completing the bankruptcy, never receiving a case number or court date. We also contacted the BBB about Critique Services. Since we did not receive proper services on Dean Meriwether's behalf, we feel that it is fair that the fees paid to him be returned to us in a timely manner.

Thank You,
William and LaNisha Martin

William Martin
6229 Greer Ave
St. Louis 63121
314-319-5324



LaNisha Martin
6229 Greer Ave
St. Louis, MO 63121
314-319-5322



Attachment 148

Motion to Disgorge Fees, filed in *In re Adams*

01.4.2016

Your Honor.

My name is Jais Adams.

I paid Critique Services money to file a Chapter 7 bankruptcy. I went through this for almost a year. Just signing and signing paper. I later learned Mr.

Merrinweather was suspended then I recieved a letter say he used the wrong paperwork to do my amendment which was paid for as well. I went to the office and ~~they~~ told me I need to sign this paper. I took it and left. I'm glad I did because they had a paper saying he paid me my money back. Which is very untrue.

So I came and did my forms with the help of the clerk. I would (over)

very much appreciate it if I
can file my amendments.

Juis Adams
314.456.1159

RECEIVED+FILED

2016 JAN -4 PM 12:05

FEDERAL BANCROPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI - C

DISCLOSURE AND RETAINER AGREEMENT FOR LEGAL REPRESENTATION

Pursuant to this retainer agreement, _____,
("the client") retains Robert Dellamano, Attorney At Law, to enter his appearance in the
client's pending bankruptcy. By his/her signature below, the client acknowledges that
this retainer agreement has been read in full and that the client agrees to the terms of this
retainer agreement. The client acknowledges and agrees to the following terms:

1. **Disclosure.** The client acknowledges that he/she has previously retained Dean Meriwether, Attorney At Law, as legal counsel in the client's pending bankruptcy. On December 7, 2015, the Bankruptcy Court entered an Order, which suspends the right of Attorney Meriwether from practicing in the Bankruptcy Court until March 7, 2016 and imposes other restrictions. The client understands that this Order presently prohibits Attorney Meriwether from representing the client in his/her pending bankruptcy case.

Attorney Meriwether has issue me a full refund and I have retained the services of Attorney Dellamano.

To protect the interests of the client, Attorney Meriwether has requested the assistance of Attorney Dellamano, on behalf of his clients. The legal representation of Attorney Dellamano is offered to the client pursuant to the terms and conditions of this Disclosure and Retainer Agreement For Legal Representation. The client understands that the client is not required to retain Attorney Dellamano as his/her legal counsel and is free to seek out legal representation from any other attorney.

2. **Retention of Robert Dellamano as legal counsel for the Client.** By the client's signature below, the client retains Robert Dellamano as his/her legal counsel and authorizes Attorney Dellamano to enter his appearance in the client's pending bankruptcy and provide all legal services required by the client in said bankruptcy.

Client

Date

Attorney At Law

Date

Attorney At Law

Date

Attachment 149

Motion to Disgorge Fees, filed in *In re Miller*

15-47865

Case #

RECEIVED+FILED

2016 JAN -5 AM 10:39

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI-C

To Whom this may concern,

My name is Susan Miller. I am writing this letter to inform you of my experiences with Cirtique Services. I filed toward the early part of the year, ²⁰¹⁵ ~~And~~ ~~Received~~ my court date in November, inbetween time I had to visit the office of Cirtique multiple times because of multiple reasons from errors in paper work, to poor customer service. I received little to NO explanation as to the reason why my case was ~~delayed~~ ^{delayed}. In the beginning I was given no legal advice until I paid a non-refundable lawyer fee. Even after making these payments I received nothing, But was told to constantly wait, My calls weren't returned ^{even now} after leaving multiple messages. When I physically went into the office I was feed the run around. This has put an pause on my life and goals, I will fully explain in detail my experinces upon request, my contact information is listed below.

Thank you.



(314) 688-3150

3302 meramec, st. Louis, MO 63118

Attachment 150

Transcript of the January 12, 2016 hearing on multiple Motions to Disgorge Fees
filed by Critique Services Business clients

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
ST. LOUIS DIVISION**

IN RE:	)	Case No. 15-45524
	)	Chapter 7
KEISHA RENITA WHITE,)	
)	
<u>Debtor.</u>)	
IN RE:	)	Case No. 15-47021
	)	Chapter 7
WILLIAM HENRY MARTIN, III)	
AND LANISHA DESHA MARTIN,)	
)	
<u>Debtors.</u>)	
IN RE:	)	Case No. 15-47076
	)	Chapter 7
LOIS ANN ADAMS,)	
)	
<u>Debtor.</u>)	
IN RE:	)	Case No. 15-40826
	)	Chapter 7
ELAINNA DORAY HUDSON,)	
)	
<u>Debtor.</u>)	
IN RE:	)	Case No. 15-47865
	)	Chapter 7
)	
JUAN DEVON MILLER,	)	Thomas F. Eagleton Courthouse
	)	111 South 10th Street
	)	St. Louis, Missouri 63102
<u>Debtor.</u>)	
	)	January 12, 2016
	)	1:32 p.m.

TRANSCRIPT OF KEISHA R. WHITE, CASE NO. 15-45524: NOTICE OF HEARING ON THE ISSUE OF WHETHER THE COURT SHOULD ORDER THAT ATTORNEY DEAN D. MERIWETHER RETURN THE DEBTOR'S ATTORNEY'S FEES PURSUANT TO BANKRUPTCY CODE SECTION 329.

TRANSCRIPT OF WILLIAM AND LANISHA MARTIN, CASE NO. 15-47021: MOTION TO DISGORGE ATTORNEY FEES FILED BY DEBTORS (17).
TRANSCRIPT OF LOIS ADAMS, CASE NO. 15-47076: HEARING ON MOTION FOR EXTENSION OF TIME (21).

TRANSCRIPT OF ELAINNA DORAY HUDSON, CASE NO. 15-40826: MOTION TO REQUEST DISGORGEMENT OF ATTORNEY'S FEES UNDER 11 U.S.C. section 329(B). REQUEST THAT MERIWETHER BE TERMINATED AS COUNSEL OF RECORD.

TRANSCRIPT OF JUAN MILLER, CASE NO. 15-47865: MOTION TO REQUEST DISGORGEMENT OF ATTORNEY'S FEES

TRANSCRIPT OF IRNEZ L. WILSON, NON-DEBTOR, NO CASE NUMBER ASSIGNED: TESTIMONY GIVEN
BEFORE HONORABLE CHARLES E. RENDLEN, III
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

For Chapter 7 Trustee, Frederich Cruse:	Karfeld Law Firm, P.C. By: EDWARD KARFELD, ESQ. 680 Craig Road, Suite 306 St. Louis, Missouri 63141
Chapter 7 Trustee:	Stone, Leyton & Gershman By: E. REBECCA CASE, ESQ. 7733 Forsyth Boulevard, Suite 500 St. Louis, Missouri 63105
For the Office of the United States Trustee:	Office of the United States Trustee By: PAUL A. RANDOLPH, ESQ. 111 South 10th Street, Suite 6353 St. Louis, Missouri 63102
For Debtors, William Martin, III and Lanisha Martin:	WILLIAM H. MARTIN, III, Pro Se LANISHA D. MARTIN, Pro Se
For Debtor, Keisha White:	KEISHA R. WHITE, Pro Se
For Debtor, Lois Ann Adams:	LOIS ANN ADAMS, Pro Se
For Debtor, Elainna Doray Hudson:	ELAINNA DORAY HUDSON, Pro Se
For Debtor, Juan Devon Miller:	JUAN DEVON MILLER, Pro Se
For Irnez L. Wilson:	IRNEZ L. WILSON, Pro Se
ECRO:	James Moeller

TRANSCRIPTION SERVICE: TRANSCRIPTS PLUS, INC.
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transcript produced by transcription service.

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1 THE COURT: And now we finally bring everybody
2 together where we're finally going to try to paint a picture of
3 how you were treated by the Critique Services institution, and
4 so bear with us. Because I apologize in advance what you have
5 to put up with today.

6 So we're going to go ahead and call the cases and see
7 if somebody's here on that case.

8 COURTROOM DEPUTY: First, Keisha White.

9 MR. KARFELD: Ed Karfeld is here for the trustee,
10 Your Honor. Ms. White's here.

11 THE COURT: And just come on up to the podium and say
12 your name, or just say you're here.

13 MS. WHITE: Keisha White.

14 THE COURT: All right.

15 MR. KARFELD: Ed Karfeld for Fred Cruse.

16 THE COURT: All right.

17 MR. RANDOLPH: Paul Randolph for the U.S. Trustee.

18 THE COURT: All right. And --

19 COURTROOM DEPUTY: Okay. The next case, William and
20 Lanisha Martin.

21 THE COURT: You can just stay there, and just say hi
22 because you've got to manage a few things.

23 COURTROOM DEPUTY: Lois Adams.

24 THE COURT: Wait. Wait. Ms. Case --

25 MS. CASE: Rebecca Case --

1 THE COURT: -- was going to say I'm the trustee. She
2 -- she can't.

3 MS. CASE: That's right. Chapter 7 trustee.

4 COURTROOM DEPUTY: Lois Adams.

5 MS. ADAMS: I'm here.

6 COURTROOM DEPUTY: Anybody?

7 FEMALE SPEAKER: She's here.

8 COURTROOM DEPUTY: Sophia Morris.

9 MS. MORRIS: I'm here.

10 COURTROOM DEPUTY: Elainna Hudson.

11 MS. HUDSON: Here.

12 COURTROOM DEPUTY: And, Judge, handwritten on our
13 docket is Juan Miller.

14 MR. MILLER: Here.

15 THE COURT: Okay, Juan. And then there's a Ms.
16 Wilson?

17 MS. WILSON: Here.

18 THE COURT: Okay. All right. We won't quite get as
19 far with your information today as we will with the others.

20 And so today, we're first going to deal with a lot of
21 handwritten motions to have their fees refunded from Critique
22 Services, LLC. And -- that's one item.

23 And we might have you tell us a little more of your
24 story because I like everybody -- if you brought your file with
25 you, if you have a receipt, I'd be very interested in seeing

1 how that is written, signed, and given back to you. You may
2 not have it, you may have to look for it when you get home.

3 But we seem to have conflicting stories on the record
4 of exactly how your money is handled once it reaches the
5 Critique Services institution. I'm not saying just because you
6 didn't file tax returns for the last three years, for that
7 institution or yourself, that the IRS might be interested, but
8 this Court is interested. Because I can't get a straight
9 answer out of all the suspended lawyers that once worked there.
10 So -- and, by the way, all their lawyers are currently
11 suspended, and another one quit on them. So they have no
12 lawyer as of this date that's come to our court.

13 And I see no one representing Critique here; I'm
14 shocked. That's for the record.

15 So let us proceed. And we'll go forward with the
16 first case.

17 COURTROOM DEPUTY: Keisha White.

18 THE COURT: Come on up, Keisha. And I'm going to go
19 ahead and have you sworn in so everything you say on the record
20 -- I know you're going to tell me the truth, and you're going
21 to tell me the story. But I don't want them to challenge it
22 later on that you weren't sworn in. And -- and you don't even
23 have to take the witness stand. You can stand right there at
24 the podium and speak into the microphone, so you'll have to
25 lower it. Maybe Mr. Karfeld -- he might have to lower it, too,

1 just a little.

2 MR. KARFELD: A notch or two.

3 (Laughter)

4 THE COURT: But go ahead and raise your right hand.

5 KEISHA R. WHITE, DEBTOR, SWORN

6 THE COURT: All right. And state your full name for
7 the record.

8 MS. WHITE: Keisha Renita White.

9 THE COURT: And, Ms. White, you filed Case Number 15-
10 45524 before this Court in a Chapter 7, is that correct?

11 MS. WHITE: Yes, Your Honor.

12 THE COURT: And a Mr. Meriwether purported to be your
13 attorney, is that correct?

14 MS. WHITE: Yes.

15 THE COURT: All right. Well, tell me -- tell me your
16 story. How'd you end up at Critique, and what happened, and --

17 MS. WHITE: I went to Critique on or around June
18 15th, 2015 to file a Chapter 7 bankruptcy. It was the most
19 affordable one in St. Louis.

20 That day, I paid them in full in the amount of \$684.
21 They gave me a packet of information to complete. And they
22 told me once I complete it, to bring it back and my case will
23 be filed.

24 THE COURT: Now when you gave them 684, was that in
25 cash?

1 MS. WHITE: Yes, it was.

2 THE COURT: And they gave you a receipt?

3 MS. WHITE: Yes.

4 THE COURT: Was it a white receipt? A self --

5 MS. WHITE: Yes, Your Honor.

6 THE COURT: Did it duplicate on something? Or did
7 they tear it out from something?

8 MS. WHITE: I do not remember. I do remember that a
9 receipt book was pulled, and they gave me a white ticket. I do
10 not know if they wrote on top of it or not.

11 THE COURT: Okay. All right.

12 MS. WHITE: Later on that week, I returned with all
13 of my documentations. And the paperwork were -- was completed.
14 They told me that I would have a meeting with my attorney the
15 following Tuesday to sign some information.

16 So the following week, I did return. They told me it
17 would take approximately two weeks to have my case filed, so
18 that was the week -- following week. So the week of the 23rd,
19 I believe.

20 I waited two weeks. I called the office. They told
21 me that they were transferring me to the customer service line,
22 but no one picked up. So I called back, and they said, "Oh,
23 your case is in a pile. We'll get to it as soon as possible."

24 Finally the week of the 21st, I was receiving
25 disconnection notice and notice for repossession of my vehicle.

1 So I asked them if they could file immediately. And they said
2 that René was in charge of that, and she would not be in the
3 office until later that day. I questioned how come she was
4 coming in at 2 or 3 when the offices close at 4. They told me
5 to call back.

6 So finally I went up there, I think, maybe the 24th,
7 and I sat for a couple hours until they filed it. It was filed
8 that day on the 24th of July.

9 THE COURT: Did you ever meet a Mr. Dean Meriwether?

10 MS. WHITE: Um, yes.

11 THE COURT: When?

12 MS. WHITE: June -- maybe the week of June 23rd.

13 THE COURT: Oh, okay.

14 MS. WHITE: Yes.

15 THE COURT: That week you filed. Or the week you --

16 MS. WHITE: The week I had turned in my paperwork.

17 THE COURT: Oh, turned in paperwork.

18 MS. WHITE: That was the meeting with the attorneys.

19 THE COURT: Oh, okay.

20 MS. WHITE: And he told me what to expect once it was
21 filed.

22 After it was filed, they said that my meeting with
23 the creditors was scheduled in August. I don't remember the
24 exact date, but right before the meeting -- the day before,
25 they left a message and told me that there was going to be a

1 continuance, and I would meet with the creditors in September.

2 The meeting with the creditors in September, the
3 trustee asked if there was any additional creditors I would
4 like to include. So I did forget that I was missing Webster
5 University. In open court, I did ask if it could be placed on
6 there. And I believe the trustee asked Meriwether to add it on
7 there, that was in September.

8 In November --

9 THE COURT: Was that Mr. Cruse that told Meriwether
10 to --

11 MS. WHITE: Yes.

12 THE COURT: -- do that?

13 MS. WHITE: Yes.

14 THE COURT: Okay.

15 MS. WHITE: Sometime in November, I received a letter
16 from the Trustee's Office stating that they had contacted
17 Critique Services back in October for the paperwork to be
18 submitted, and I had a limited amount of days to turn it in. I
19 went to Critique Services several times in November with the
20 letter explaining what was going on. They said that Reneé was
21 not available, she would get to it within a couple of days. I
22 said --

23 THE COURT: What did they say Reneé's title is?

24 MS. WHITE: They did not say.

25 THE COURT: Okay. Just that she was in charge.

1 MS. WHITE: Yes. So I waited until the week after
2 Thanksgiving, I believe. And then I received another letter
3 sometime in December -- early December from the Trustee's
4 Office saying that I believe I have until the 10th or the 17th
5 of December to submit the paperwork.

6 I went back to Critique Services with another letter.
7 They said that they submitted it to the Trustee's Office. I
8 even called the Trustee's Office myself several times. And the
9 paperwork was not in.

10 Finally -- I don't remember what happened in
11 December, but I talked to either the Court or the Trustee's
12 Office, and they said it was finally turned in, but it was on
13 the wrong form; it was an old form.

14 I went back to Critique Services, and they told me I
15 can do it myself because they sent it in two times. And I
16 said, "Well, I paid them in full, it's not my responsibility to
17 submit the paperwork."

18 So I came up here -- I don't remember which floor,
19 but someone was really nice and they helped me to file the
20 amended F.

21 And I also filed a complaint with the U.S. -- U.S.
22 Attorney General, as well.

23 THE COURT: The U.S. Trustee? This --

24 MS. WHITE: No, Attorney General.

25 THE COURT: Attorney General?

1 MS. WHITE: Yes. But they told me in the e-mail that
2 they tried to contact Critique Services, and they did not get
3 any information from them. And they thought that they were in
4 the process of filing bankruptcy.

5 And so I don't know if it was the Trustee's Office or
6 the Clerk, advised me to write a letter to you.

7 THE COURT: And --

8 MS. WHITE: And that's how I ended up here.

9 THE COURT: And you asked -- in that letter, didn't
10 you ask me to refund the fees --

11 MS. WHITE: Yes, please.

12 THE COURT: -- that you had paid them because they
13 didn't give you service.

14 MS. WHITE: Correct. And I talked to someone, they
15 said my original discharge date was October, but now it's been
16 pushed to February, as well, so that also delayed some things.

17 THE COURT: Right. And they don't -- and their
18 attorney has been suspended, so you don't even have an
19 attorney.

20 MS. WHITE: They did not inform me that he was
21 suspended. The day that -- the last day I was there when I
22 asked about the form being on the correct paper, they did not
23 tell me he was suspended. I went home and talked to a friend,
24 and she said Critique was on the news. And I Googled it, and
25 that's how I found out he was suspended.

1 THE COURT: Oh, Channel 5?

2 MS. WHITE: Yeah.

3 MALE SPEAKER: Two.

4 THE COURT: Okay. That's very interesting. Is there
5 anything I haven't covered with you?

6 MS. WHITE: No. I think that was --

7 THE COURT: Now I'll call on Mr. Karfeld, and Mr.
8 Karfeld -- Karfeld has a witness here today.

9 MR. KARFELD: We do.

10 THE COURT: I noticed. I --

11 MR. KARFELD: We do, Your Honor. The --

12 THE COURT: I recognized that from what, 25 years of
13 history?

14 MR. KARFELD: I'm not that old, I don't believe.

15 THE COURT: No, no, but she was very young when I
16 knew her. All right.

17 Please go ahead and have a seat at the table right
18 there.

19 MS. WHITE: Okay. Thank you.

20 THE COURT: Sure.

21 MR. KARFELD: May I proceed?

22 THE COURT: Please proceed, Mr. Karfeld.

23 MR. KARFELD: Tammi, you --

24 THE COURT: You have a witness.

25 MR. KARFELD: Yes, I do, Your Honor.

1 THE COURT: Shall swear your witness in?

2 MR. KARFELD: I believe that would be appropriate,
3 Judge.

4 COURTROOM DEPUTY: Please raise your right hand.

5 TAMMI STICE, TRUSTEE'S WITNESS, SWORN

6 DIRECT EXAMINATION

7 BY MR. KARFELD:

8 Q State your name, please.

9 A Tammi Stice.

10 Q And you're employed by Frederich Cruse?

11 A Yes.

12 Q And he's the Chapter 7 trustee in the case of Keisha
13 White?

14 A Yes.

15 Q And in your position with -- in Mr. Cruse's office, you're
16 a paralegal in charge of keeping the records --

17 A Yes.

18 Q -- of what proceedings take place in the cases?

19 A Yes.

20 Q And are those records kept in accordance within an
21 established procedure?

22 A Yes.

23 Q And you've brought with you today the records pertaining
24 to the case of Keisha White?

25 A Yes.

1 Q And were these records that you brought with you -- are
2 these records that were maintained in accordance with the
3 normal procedures of Mr. Cruse's office?

4 A Yes.

5 Q Do these records reflect that -- that you did -- that Mr.
6 Cruse did not -- Mr. Cruse's office did not receive tax returns
7 and pay stubs seven days before the initial setting of the
8 creditors' meeting?

9 A That's correct.

10 Q As a result of that, the records reflect that the
11 creditors' meeting was continued to -- from August 25th to
12 September 29th.

13 A That's correct.

14 Q At the creditors' meeting on September 29th, the records
15 reflect that Mr. Cruse required the debtor to file an amended
16 Schedule F to add Webster University.

17 A That's correct.

18 Q And what -- was there -- was there a time limit given for
19 doing that? Do the records reflect there was a time limit to
20 do that?

21 A He usually requests it be done within ten days after the
22 341 meeting.

23 Q And were those -- was the Schedule F amended within that
24 ten days?

25 A No.

1 Q Did Mr. Cruse send a reminder letter to Mr. Meriwether
2 reminding him to file the amended Chapter -- amended Schedule
3 F?

4 A Yes; on October 16th.

5 Q And was that request complied with?

6 A No.

7 Q The next step Mr. Cruse took was to file a motion to
8 compel the debtor to file an amended Schedule F adding Webster?

9 A Yes.

10 Q And that was filed in -- when was that filed?

11 A It was filed on November 12th.

12 Q With a hearing date of December 19th?

13 A December 17th.

14 Q December 17th.

15 A Um-hum.

16 Q Pursuant to the motion to compel, were -- was -- was
17 Schedule F amended, and was Webster added as a -- Webster
18 University added as a creditor?

19 A Not until, I believe, the 7th --

20 Q December?

21 A -- of December, some -- about that time.

22 Q And pursuant to that, the trustee then withdrew his motion
23 to compel?

24 A Yes.

25 THE COURT: Oh, he withdrew.

1 THE WITNESS: We withdrew on 12/18, I believe, after
2 the correct schedules were filed. Because originally the first
3 schedules that were filed were not the new forms --

4 THE COURT: Well, and they --

5 THE WITNESS: -- that were supposed to be --

6 THE COURT: They were -- they were actually by Ms.
7 White, not Mr. Meriwether?

8 THE WITNESS: The --

9 THE COURT: Corrected.

10 THE WITNESS: The corrected ones were by Ms. White,
11 not Meriwether.

12 THE COURT: In other words, she had to correct her
13 own problem.

14 THE WITNESS: Yes.

15 THE COURT: Even though she hired an attorney.

16 THE WITNESS: Yes.

17 THE COURT: Okay.

18 BY MR. KARFELD:

19 Q Did Mr. -- do your records reflect that Meriwether replied
20 to any of Mr. Cruse's communications?

21 A No, our records do not reflect any response from him
22 whatsoever.

23 MR. KARFELD: No other questions, Your Honor.

24 THE COURT: All right. And has the Court ordered Mr.
25 Cruse to receive any compensation from Critique from having to

1 file a motion to compel?

2 THE WITNESS: No, we have not requested anything,
3 sir.

4 THE COURT: And what would be your stipulated amount
5 that it would cost for the attorney time/office time to do
6 that? Two or \$300? Or what would be --

7 THE WITNESS: I would --

8 THE COURT: -- the appropriate amount?

9 THE WITNESS: I think he usually does a request of
10 around 200 --

11 THE COURT: Okay.

12 THE WITNESS: -- for his fees and time.

13 MR. KARFELD: That's what we're -- that is what the
14 trustee's requesting, Your Honor.

15 THE COURT: That was what the request is for the
16 trustee.

17 MR. KARFELD: Yes, sir.

18 THE COURT: Okay. All right. Now then, Mr.
19 Randolph, do you want to have Ms. White come back up? Do you
20 have some further questions for her at this time possibly?
21 Like how much?

22 MR. RANDOLPH: I guess at this time, Your Honor, I
23 don't have any further questions.

24 What I wanted to do is offer to Ms. White, or any of
25 the debtors or potential clients who are here today, that if

1 they want to provide my office, the Office of the U.S. Trustee,
2 with any information, we're in touch with other agencies that
3 might be able to help to get you some relief.

4 So the Judge, of course, here can order certain
5 things to be done, maybe as far as getting your fees back. But
6 there may be other things that could be done. So if any of the
7 debtors here want to talk to me after the hearings today to
8 provide me with your contact information and other statements,
9 I will be here if you want to do so.

10 THE COURT: Okay.

11 MR. RANDOLPH: Thank you.

12 THE COURT: Sure. Well, thank you. Ms. White, do
13 you have your receipt with you today?

14 MS. WHITE: No, Your Honor.

15 THE COURT: Can you provide that at some time to one
16 of these folks without making a special trip?

17 MS. WHITE: Yes, I can look for it.

18 THE COURT: Okay. All right. We'd -- we'd
19 appreciate finding that because it's still a mystery to us on
20 how money -- monies are handled.

21 MS. WHITE: Thank you.

22 THE COURT: Thank you very much for appearing. And
23 you might go ahead and give your address and contact
24 information to Mr. Randolph, please.

25 And you're asking me to refund the sum of three --

1 two ninety-nine?

2 MS. CASE: \$684.

3 THE COURT: Well, that's the filing fee. She paid
4 everything. She didn't pay in two installments. So subtract
5 the filing fee, and I will order the attorney's fees because
6 they seem to charge slightly different amounts from time-to-
7 time. We'll do the math.

8 And you will receive an order allowing you attorney's
9 fees against Critique Services, LLC for a refund of all
10 attorney's fees.

11 And the trustee will receive an order that I hope
12 they present to me in the sum of \$200 for having to do a motion
13 to compel, and it will be against Critique Services, LLC.

14 MR. KARFELD: Judge, could -- could the order be
15 addressed to the Critique Services, LLC and to the attorney?

16 THE COURT: Oh, sure. And Dean Meriwether. We'll be
17 happy to address it to him. However, he's been unresponsive to
18 anything lately. But we'll be happy to include him.

19 MR. KARFELD: Thank you, Your Honor.

20 THE COURT: Because based on Ms. Case's inquiry of
21 Mr. Meriwether filed in the Reed case from transcribed
22 testimony, it appears that Mr. Meriwether does not handle any
23 money. All monies are handled by the famous Reneé, who is
24 mentioned today, and/or Critique Services, LLC. But he gets
25 cash at the end of the week from Reneé.

1 THE COURT: Please be sworn in.

2 WILLIAM H. MARTIN, DEBTOR, SWORN

3 LANISHA D. MARTIN, DEBTOR, SWORN

4 THE COURT: Ms. Case?

5 MS. CASE: Rebecca Case, Your Honor, the Chapter 7
6 trustee.

7 THE COURT: Are you comfortable asking questions in
8 this case, or would --

9 MS. CASE: I'll be glad to if the Court would like.
10 I --

11 THE COURT: I would -- I would really enjoy it.

12 MS. CASE: And I have the transcript from the
13 debtors' meeting of creditors with me here today also. The
14 person who did the transcript has not had an opportunity to
15 sign her affidavit because she is ill, but if the Court needs
16 that, we can file it with the Court.

17 THE COURT: Well, you can file it at a later time.
18 We can use that transcript today.

19 MS. CASE: Okay. Mr. and Ms. Martin, you came to
20 your -- you went to Critique Services, correct?

21 MR. MARTIN: Correct.

22 MS. MARTIN: Yeah.

23 MS. CASE: And when was the first time you went
24 there? Was that in September of 2014?

25 MR. MARTIN: Correct.

1 MRS. MARTIN: Yes.

2 MS. CASE: And when was the first time you went
3 there? Was that in September of 2014?

4 MR. MARTIN: Correct.

5 MRS. MARTIN: Yeah.

6 MS. CASE: And at that time, you paid \$349, is that
7 correct?

8 MR. MARTIN: Well, correct, I paid 400. I paid them
9 \$400 cash, they gave me a receipt. And then the \$50 went
10 towards the other part of --

11 MS. CASE: Towards your filing fee.

12 MR. MARTIN: Correct.

13 MS. CASE: Okay. And who'd you pay your money to
14 that day when you went in?

15 MR. MARTIN: I do not remember her name. When she --
16 when I gave her the money, she was running a credit check. But
17 she said the Internet was down, so she wasn't able to run the
18 full credit check. But I remember what she looks like, but I
19 don't remember her name.

20 MS. CASE: Could you describe her?

21 MR. MARTIN: She was black, she had short hair, she
22 had glasses, and I think she had like a gold --

23 MS. CASE: And did you go back a second time?

24 MR. MARTIN: I didn't receive -- I didn't hear
25 anything from them at all. This is my first time -- our first

1 times filing bankruptcy period. So I went back at the top of
2 the year because we had already been going through stuff. We
3 had lost our apartment.

4 So in January, I went back to try to figure out what
5 was going on because we needed somewhere to stay. At the time,
6 she told me that I had -- it was kind of late, and she told me
7 I had a late charge -- a late fee of \$200 that I needed to pay
8 before anything was started. So I gave them another \$200.

9 THE COURT: A late fee?

10 MR. MARTIN: That's what she told me.

11 MS. CASE: And so you paid another \$200 in cash.

12 MR. MARTIN: Correct.

13 MS. CASE: Did you get a receipt that time?

14 MR. MARTIN: I did get a receipt.

15 MS. CASE: The first time, did you get a receipt?

16 MR. MARTIN: I did.

17 MS. CASE: Did -- did it come out of a receipt book?

18 MR. MARTIN: It was out a receipt book, it had
19 multiple copies on it. And it was -- she gave me the white
20 piece of paper.

21 MS. CASE: Do you still have the receipts?

22 MR. MARTIN: I do not.

23 MS. CASE: Okay. And -- so that was in January of
24 2015.

25 MR. MARTIN: Correct.

1 MS. CASE: So a year ago.

2 MR. MARTIN: Yes.

3 MS. CASE: Okay. And what happened next?

4 MR. MARTIN: I still didn't hear anything back.

5 Again, we -- at the time, I wasn't really hounding them because
6 we didn't have anywhere to stay. So I was -- I didn't know the
7 process of what was going on. So I think in March, I finally
8 talked to them again, like what do I need? Is there anything
9 else? They said they would be contacting me back to let me
10 know.

11 Again, I didn't hear anything. And by May, with the
12 job I have, I -- I end up getting garnished. And that's when I
13 was like something needs to stop. I kept calling her, and they
14 never called me back. So I have to keep going down there.

15 MS. CASE: So you were garnished in May, and you went
16 in.

17 MR. MARTIN: Correct.

18 MS. CASE: You were garnished in June, and you went
19 in.

20 MR. MARTIN: Right.

21 MS. CASE: You were garnished --

22 THE COURT: How much was your garnishment?

23 MR. MARTIN: Well, they -- they were taking like \$300
24 a paycheck, I have proof of that. It started on May the 29th,
25 that paycheck, it didn't end until September.

1 THE COURT: Until September?

2 MRS. MARTIN: Two thousand --

3 MR. MARTIN: Correct, September.

4 THE COURT: So you lost \$300 --

5 MR. MARTIN: A paycheck.

6 THE COURT: And you get paid every two weeks?

7 MR. MARTIN: Yes, sir.

8 MS. CASE: You went -- you got garnished May, June,
9 July, August, September.

10 MR. MARTIN: Correct.

11 MS. CASE: It stopped finally in September, is that
12 correct?

13 MR. MARTIN: Yeah. What happened was -- as me going
14 down there, because they never responded or anything, so I had
15 to drive down there every day because they did not answer the
16 phone at all. So as me driving down there, I end up talking to
17 them, and I -- her name was Baye (phonetic), and she was
18 handling my case. And what she end up doing was telling me
19 that I have to pay them initial -- my last fee was \$259, I have
20 a receipt. I don't have a receipt for that, but I have the
21 bank statement from when I paid them circled right here. It
22 shows my last payment was \$237.

23 So I paid that to them on July 11th. And she told me
24 that that would be the first time that -- I filed bankruptcy a
25 year ago, that would be the first time I get a chance to meet

1 with Dean Meriwether. So I met with him. Once I met with him,
2 he gave me like all the paperwork to sign, and we signed
3 everything and then he said --

4 MRS. MARTIN: Rushed.

5 MR. MARTIN: Yeah. He said -- he kind of rushed us
6 out of there, and he was all like, well, you'll be receiving --
7 I was like are we going to receive a case number, is the
8 garnishment going to stop? He said all that will be squared
9 away. Well --

10 MS. CASE: And that was in June or July?

11 MR. MARTIN: That was in July.

12 MS. CASE: That was in July. And how long did you
13 meet with Mr. Meriwether?

14 MR. MARTIN: I met with him for about 15 minutes.

15 MS. CASE: Fifteen minutes, okay. And when was your
16 case finally filed?

17 MR. MARTIN: Well, that's -- that's the other
18 problem. When I -- when I came to court on October 22nd with
19 you, the document that I seen, it said September 14th or
20 September -- September 17th, something like that. And I didn't
21 -- again, we didn't know what was going on. I didn't -- I
22 never met the guy that represented us that day. I came to ask
23 him questions like what do we need to do? Is there any
24 questions we need to go over. He was like just listen to her,
25 and whatever she asks them, you just take it and jot it down

1 and then just -- just be totally honest. So that's why when we
2 sat there, I kept asking, like, why is this saying September,
3 2015 when initially I came in September, 2014.

4 So I don't know exactly when it got filed. I guess
5 the paper says September.

6 THE COURT: September 17th. Our records show 9/17/15
7 was your filing date.

8 MS. CASE: The statement of financial affairs Number
9 9 that the debtor signed indicates that they've paid Dean
10 Meriwether, September of 2014, \$349. That's in their statement
11 of financial affairs, Number 9, Dean Meriwether, Attorney-at-
12 Law, 3919 Washington Boulevard, and the date of the payment
13 09/2014, 349. There's no mention in the debtors' schedules and
14 statements of any late fees, or any other payments that they
15 made.

16 THE COURT: \$200.

17 MS. CASE: There -- that's -- that's not mentioned
18 anyplace. But they did admit that it had been since 2014. The
19 person who appeared at the meeting of creditors as, quote, the
20 attorneys of the debtors, was Robert Dellamano.

21 THE COURT: Wait a minute.

22 MS. CASE: And that --

23 THE COURT: Robert Dellamano --

24 MS. CASE: Dellamano

25 THE COURT: -- appeared?

1 MS. CASE: At the meeting of creditors on October
2 22nd with the debtor.

3 THE COURT: Oh, he just had been registered with the
4 Court, hadn't he?

5 MS. CASE: He had -- he was admitted. That question
6 was asked. And he testified that day that he had been admitted
7 on October the 9th, and that was also the day he indicated to
8 the trustee that he had been meeting with clients, but that he
9 -- and I do not believe I had tape recorder on at that time.
10 It may be in another transcript for another debtor, I'm not
11 sure. But that he had been meeting with clients since July.
12 That he did not get admitted to the District Court until
13 October the 9th. And he clarified he is not admitted in the
14 State of Missouri.

15 THE COURT: Right.

16 MS. CASE: He is admitted to practice law in the
17 State of Missouri, but just in the District Court here.

18 The debtors had indicated to me that part of the
19 problem with their case -- not only filed because of the
20 garnishment, but the other problem that they have is that they
21 have four children, and that they were homeless. And losing
22 this money was causing them to be -- they needed their
23 bankruptcy case over so that they could get housing, and they
24 needed this money back from their garnishment because they
25 needed housing.

1 Anything else you guys want to tell the Judge?

2 THE COURT: Oh. Well, tell me how many times that
3 \$300 garnishment went out. Because I'm counting that -- you
4 know, when you get paid on the two weeks, you guy clearly
5 got --

6 MR. MARTIN: Like \$500 after garnishment.

7 THE COURT: Yes, but I mean how many \$300
8 garnishments did they have? Because we're going to have one
9 that occurred in May, then we're having two to three in June,
10 July, August, and -- and then part of September until the 17th.

11 MR. MARTIN: Correct.

12 MS. CASE: Your Honor, the two statements that the
13 debtors have here today that could be copied as exhibits
14 indicate that the first garnishment occurred on -- for the pay
15 period May 9th through May the 22nd.

16 THE COURT: Okay.

17 MS. CASE: The last garnishment occurred out of the
18 pay period August the 29th through September the 11th.

19 THE COURT: Um-hum.

20 MS. CASE: So it sounds like we would have two in
21 May, two in June, two in July, and two in August, I think
22 that's eight total.

23 And was this amount always the same, or did it
24 change?

25 MR. MARTIN: Uh, it was always like two forty.

1 MS. CASE: \$240.82. So that's your employee
2 withholding.

3 MR. MARTIN: Right. And that's what it is, and that
4 was the total they took out.

5 MS. CASE: The total he indicates that was taken out,
6 according to this August 29th through September 11th pay
7 period, the payment date is September the 18th, 2015, is the
8 debtor lost \$2,151.12.

9 THE COURT: That's the number I want. Let's --

10 MS. CASE: Would you like these exhibits?

11 THE COURT: Those are admitted as Exhibits 1 and 2.
12 Thank you for identifying that. Those are copies of your
13 statements.

14 MS. CASE: Your Honor -- do you agree with your
15 husband's answers here today?

16 MRS. MARTIN: Yes.

17 MS. CASE: And you agree with your wife's answers
18 here today?

19 MR. MARTIN: Yes.

20 MS. CASE: Any other questions, Your Honor, for the
21 debtors?

22 THE COURT: No. We're going to have -- to
23 recapitulate, we're going to have -- we're going to have four -
24 - you're asking for the attorney's fees to be refunded, and
25 they're going to be \$449 in attorney's fees, the 200 plus the

1 249.

2 MS. CASE: Three forty-nine, Your Honor.

3 THE COURT: Oh, 349.

4 MS. CASE: Three forty-nine.

5 THE COURT: So it's 549. I am sorry.

6 MS. CASE: That's all right.

7 THE COURT: Thank you for correcting me. And those
8 are the attorney's fees that will be refunded. And the failure
9 to act and malpractice, which you're asking me to find for them
10 failing to file your bankruptcy on time where you got garnished
11 \$2,151.20 -- no, 12 cents. It's \$2,151.12 on the garnishment
12 that we're going to go ahead and enter a judgment for that
13 amount. And --

14 MS. CASE: Your Honor, I have not reviewed the pay
15 stubs before today.

16 THE COURT: I understand.

17 MS. CASE: Just passing to the Court what the debtors
18 have produced.

19 THE COURT: Right. And it's the best I can make out
20 of them. And I'm using that number in what you would call
21 "Additional Deductions." They have it in a strange statement,
22 but that would be an additional deduction. It's on this one.
23 So that's Exhibit 2, and the one you have is Exhibit 1. And
24 we'll admit those into the record so that you will now have a
25 judgment in the sum of \$549 against Dean Meriwether and

1 Critique for a refund of attorney's fees. And an additional
2 sum for -- based on the actual damages you suffered by their
3 failure to perform and represent you in the amount of
4 \$2,151.12.

5 And somehow we'll have to cobble together a judgment
6 in that amount. It will be against both Critique Services and
7 Dean Meriwether.

8 MS. CASE: Thank you, Your Honor.

9 THE COURT: Anything else anybody wants to add?

10 MS. CASE: Are the debtors free to leave? They have
11 two small children.

12 THE COURT: Yes. Oh, they -- they can go ahead and
13 go. And make sure that you give the trustee your name and
14 address.

15 MRS. MARTIN: Thank you.

16 COURTROOM DEPUTY: Judge, the next case is Lois
17 Adams.

18 THE COURT: Hi; state your full name.

19 MS. ADAMS: Lois Adams.

20 THE COURT: All right. Lois, will you please --

21 COURTROOM DEPUTY: Please raise your right hand.

22 LOIS ADAMS, DEBTOR, SWORN

23 THE COURT: All right. Lois, you also wrote us a
24 letter about Critique. And you ended up having to do all your
25 -- a bunch of your own work --

1 MS. ADAMS: Yes, my amendment.

2 THE COURT: -- in order to get anything done, right?

3 MS. ADAMS: Yes.

4 THE COURT: And then you even had the famous
5 disclosure and retainer agreement for legal representation that
6 you filed as an exhibit --

7 MS. ADAMS: Yes.

8 THE COURT: -- with your letter request, and that's
9 so that Mr. Dellamano would take over for Mr. Meriwether, is
10 that correct?

11 MS. ADAMS: Yes, which I did not receive a refund,
12 which they stated in this letter -- this disclosure letter.

13 THE COURT: You know, we're going to go into that.
14 But first, give me the background on this. What's the history?
15 When did you first go see him, and who'd you pay? And --

16 MS. ADAMS: In November of '14, I met with Charlotte,
17 the lady with the short hair.

18 THE COURT: Um-hum. Oh, so that was -- you
19 recognized --

20 MS. ADAMS: Yes.

21 THE COURT: -- based on the description that
22 Charlotte is the lady with the short hair that we just had
23 described to us by --

24 MS. ADAMS: Yes.

25 THE COURT: -- the Martins.

1 MS. ADAMS: But she's --

2 THE COURT: Mr. --

3 MS. ADAMS: She's no longer there.

4 THE COURT: Mr. and Mrs. -- oh, she's not there?

5 MS. ADAMS: No.

6 THE COURT: Okay.

7 MS. ADAMS: So I gave her 14 -- I mean \$400 --

8 THE COURT: Okay.

9 MS. ADAMS: -- to get my bankruptcy started because I
10 was getting garnished on my job. So my bankruptcy -- I finally
11 went to court like two or three months ago. I'm not good with
12 dates. I got 19 grandchildren, and they all in here.

13 (Laughter)

14 MS. ADAMS: I'm not good with dates. So I mentioned
15 to the judge that I had received another bill.

16 THE COURT: You mean the trustee.

17 MS. ADAMS: In the Bankruptcy Court, no, downstairs.
18 When I came to the court --

19 THE COURT: The trustee, okay. The judges are up
20 here.

21 MS. ADAMS: Oh.

22 THE COURT: The trustees are down there.

23 MS. ADAMS: Well, the trustee.

24 THE COURT: Okay.

25 MS. ADAMS: The man that you meet when you come to

1 court.

2 THE COURT: Right. Right.

3 MS. ADAMS: I mentioned to him --

4 THE COURT: And who's -- who's our trustee of record
5 in your case? We're going to refresh your recollection because
6 it's all judicially noticed by this Court, what -- we're going
7 to help you --

8 MS. ADAMS: I may --

9 THE COURT: -- figure this out.

10 MS. ADAMS: They done wore me out.

11 THE COURT: Because -- well, this whole thing wears
12 me out. Oh, it was Mr. Cruse.

13 MS. ADAMS: Oh, yeah.

14 THE COURT: Mr. Karfeld represents Mr. Cruse. And
15 he'd love to come on up and hear the rest of this and maybe
16 he'd want to do some questioning, and we'll see how good he is
17 on his feet.

18 (Laughter)

19 THE COURT: He knows what I'm saying. But -- so --

20 MS. ADAMS: So I mentioned to him that I had received
21 another bill. So I had to -- he told me to have my lawyer to
22 do a amendment.

23 THE COURT: Right.

24 MS. ADAMS: So I never could get in touch with them.
25 I -- I -- the day after the news, I seen -- I mean I received a

1 letter in the mail saying they had none of my stuff. So I go
2 down to Critique and I'm showing them this letter. She was
3 like, "No, you just need to sign this. You just need to sign
4 this." I'm not -- I want to know what is this --

5 THE COURT: When you say "this," was that that --

6 MS. ADAMS: Yes.

7 THE COURT: -- that substitution of attorney that --

8 MS. ADAMS: Yes.

9 THE COURT: -- you attached which was called
10 Disclosure and Retainer Agreement for Legal Representation?

11 MS. ADAMS: Yeah, and I told her that's all I been
12 doing for a year and a half is coming down here and signing
13 stuff, just signing stuff. So something within me just said
14 don't sign it, and she gave me the paper. And I go and get in
15 my car and just start reading the paper say he issued me a full
16 refund, and I have retained the services of Attorney Dellamano.
17 None of that is true.

18 THE COURT: That's a false statement.

19 MS. ADAMS: Totally false.

20 THE COURT: And they were wanting you to sign
21 something that was false, is that what you're telling me?

22 MS. ADAMS: Exact.

23 THE COURT: Okay. So they handed you no money
24 whatsoever.

25 MS. ADAMS: No. No.

1 THE COURT: And they wanted you to sign something
2 that was --

3 MS. ADAMS: Exact.

4 THE COURT: -- false on its face.

5 MS. ADAMS: Yes, and got upset because I didn't sign
6 it.

7 THE COURT: What'd they say to you? Who was it that
8 said it? Do you remember which one?

9 MS. ADAMS: Uh, no, it's the receptionist. The lady
10 from upstairs brought the paper down, and her and the
11 receptionist was, you know, trying to get me to sign the paper.
12 So the receptionist got mad. "Oh, you just been a problem
13 since you been coming here." I'm like, "I ain't been no
14 problem. I'm too old to be a problem."

15 (Laughter)

16 MS. ADAMS: You know, I don't cause problems or
17 anything. I even gave one of the girls some reading glasses
18 because she didn't have any. So they just got upset, and I
19 just took the paper and left.

20 THE COURT: And what did you do then?

21 MS. ADAMS: And then I had to come down here and
22 finish my own case on the fourth floor.

23 THE COURT: So you went to the fourth floor,
24 representing yourself --

25 MS. ADAMS: And the lady helped me fill out the

1 amendment papers.

2 THE COURT: Um-hum, okay.

3 MS. ADAMS: And I'm still losing money because I
4 supposed to be at work.

5 THE COURT: Well --

6 MS. ADAMS: It's okay.

7 THE COURT: You're -- wait a minute. How much you
8 pay for that bankruptcy?

9 MS. ADAMS: Six ninety-four.

10 THE COURT: Okay. How much was filing fee, and how
11 much was attorney's fees?

12 MS. ADAMS: I don't have that.

13 THE COURT: Well, we're going to figure that out
14 before you get out of here. We've got to figure out what your
15 attorney fee is because you asked us to refund that attorney
16 fee to you. So it wasn't a bad trip --

17 MS. ADAMS: Oh, no, not at all.

18 THE COURT: -- just one -- good luck getting paid.
19 But on the point is you -- you know, Mr. Karfeld, why don't --
20 while we're looking this up and doing the math, what are -- Mr.
21 Randolph, for the record, what's the Chapter 7 filing fee cost
22 right --

23 MR. RANDOLPH: Three thirty-five.

24 THE COURT: Three thirty-five. Mr. Karfeld will
25 answer that question. I can do the math.

1 (Laughter)

2 THE COURT: So if you paid him six ninety-four, that
3 is just -- you paid \$359 to him --

4 MS. ADAMS: Yes.

5 THE COURT: -- in attorney's fees.

6 MS. ADAMS: Yes.

7 THE COURT: That's a nice round number.

8 MS. ADAMS: And this going to be my receipt. You say
9 it should be a full refund, so where is it at?

10 THE COURT: Yes. Well, I think you're going to get
11 it.

12 MS. ADAMS: I hope so.

13 THE COURT: Against Critique and Mr. Meriwether.
14 You're going to be refunded for failure to provide adequate
15 legal services in the sum of \$359.

16 MS. ADAMS: Okay. I appreciate it much.

17 THE COURT: And, Mr. Karfeld, you got any questions
18 for her?

19 MR. KARFELD: No, Your Honor.

20 THE COURT: Mr. Trustee, you got her any questions
21 for her at this time?

22 MR. RANDOLPH: No, Your Honor. And since the parties
23 aren't here to defend themselves, I mean we certainly agree
24 that the relief should be granted against them.

25 THE COURT: Thank you very much, appreciate that.

1 MS. ADAMS: Oh, thank you.

2 THE COURT: And we'll issue an order, we'll mail it
3 out to you.

4 MS. ADAMS: Okay.

5 THE COURT: They get a copy of it, but I don't think
6 you'll get the check in the mail. You'll have to do something
7 to get it collected.

8 MS. ADAMS: Most likely.

9 THE COURT: But -- there are people that have ways of
10 making that happen, and some of them are in this room, so --

11 MS. ADAMS: Okay.

12 THE COURT: Okay?

13 MS. ADAMS: All right.

14 THE COURT: All right.

15 MS. ADAMS: I appreciate you guys.

16 THE COURT: Thank you very much for coming down and
17 taking the day off work. Good luck.

18 MS. ADAMS: No, I'm going to go right in.

19 (Unrelated matters heard from 2:15:32 p.m. to 2:21:54 p.m.)

20 COURTROOM DEPUTY: Elainna Hudson, it's another
21 disgorgement request.

22 THE COURT: Oh.

23 COURTROOM DEPUTY: Elainna Hudson, I'm sorry.

24 THE COURT: Yes.

25 MS. HUDSON: Hi.

1 THE COURT: Hi, Ms. Hudson. Go ahead and raise your
2 right hand to be sworn in.

3 ELAINNA HUDSON, DEBTOR, SWORN

4 THE COURT: Thank you very much. Now, Ms. Hudson,
5 you did file a request for this -- with this Court back on
6 January 7th. And -- state your full name for the record.

7 MS. HUDSON: Elainna Doray Hudson.

8 THE COURT: And you had bankruptcy 15-40826, is that
9 correct?

10 MS. HUDSON: Yes.

11 THE COURT: All right. And you sent a letter stating
12 you wanted a refund for the filing by Mr. Meriwether, the
13 bankruptcy paperwork, non-attendance, incompetent bankruptcy
14 paperwork.

15 MS. HUDSON: Yes.

16 THE COURT: A term of art which you'll explain to me.
17 Non-attendance at court appearances, and you paid him \$299 in
18 attorney's fees, plus filing fees, and then you had some kind
19 of exemption mess to the tune of \$2,140. And that would have
20 been Trustee Cruse again. Surprise. Surprise.

21 MR. KARFELD: Hey, you told me it would be a long
22 day, I didn't know it would be a surprisingly long day.

23 THE COURT: And apparently he filed -- in your
24 paperwork, they found exemptions that were not accurate, is
25 that correct?

1 MS. HUDSON: That's correct. I -- I started out --

2 THE COURT: Well, tell -- go back and tell me the
3 history. Who'd you pay when you went in there?

4 MS. HUDSON: Okay. Originally I went in to Critique
5 November of 2014, and I paid the lady -- who'd they say her
6 name was? Um --

7 THE COURT: Charlotte.

8 MS. HUDSON: Charlotte. Yes, that's --

9 THE COURT: The short-haired lady?

10 MS. HUDSON: That's who I saw the first day that I
11 went there. And I paid her the -- the filing fees and the
12 attorney fees. And she gave me a receipt, and she told me that
13 I should be receiving a letter, and to come back and speak with
14 a lawyer. And I did receive that letter, and I think I went in
15 January of 2015, and I spoke briefly with Mr. Meriwether who
16 flew through the procedures that would happen. And basically
17 he said that, you know, you'll be receiving a case number, and
18 blah, blah, blah.

19 Okay. Well, February came, and I still hadn't heard
20 anything about a case number, or received anything. So I went
21 back down to Critique because they don't answer their phones,
22 as everyone is saying. And they said, okay, well, we're gonna
23 -- we're gonna go ahead and get it filed today, which she
24 actually did sit down -- Reneé sat down and started filing.

25 THE COURT: Now, Reneé, you mean -- do you know

1 Reneé's --

2 MS. HUDSON: She's one of the lady's in the office
3 that -- to my understanding there, Beverly is the one that owns
4 the company and Reneé works for her.

5 But anyway, she did go ahead and give me my case
6 number that day and said that the case would be filed. I got a
7 letter from the Court giving me my first court date. My first
8 court date, I was in a room filled with people, and we were
9 setting there, and they were calling all the cases, and when
10 the trustee got done she was like, "Well, who's representing
11 you guys?" And we all said, "Dean Meriwether." We all were
12 from Critique Services, there were about 20 people that day.
13 And court started at 1 o'clock. No one was there. When she
14 finally got done with everybody else, it's like 2:30. 2:45, a
15 gentleman come running in and say he's there to present for
16 Critique Services' services, and he started calling us out one-
17 by-one and going over, you know, our names and verification and
18 said, "Okay, well, the trustee's going to ask you this, just
19 respond."

20 THE COURT: Who was this man?

21 MS. HUDSON: Um, I don't -- I don't know his name. I
22 don't remember.

23 THE COURT: He wasn't Dean Meriwether.

24 MS. HUDSON: He was not Dean Meriwether. Okay. So
25 that was my court --

1 THE COURT: And what day was this --

2 MS. HUDSON: Huh?

3 THE COURT: What day was this? I mean what --

4 MS. HUDSON: This is in March.

5 THE COURT: In March?

6 MS. HUDSON: Um-hum. I got -- the trustee moved the
7 date back to April. I came back in April. In April, I still
8 did not meet with Dean Meriwether. I met with someone named --
9 he had someone show up named Ross, by the last name of Ross.

10 THE COURT: Ross Briggs. He was -- he was a man in
11 his sixties with sort of grayish hair.

12 MS. HUDSON: Um-hum. The other guy was a short guy
13 with a beard, goatee. But anyway, so I met with Ross. He went
14 over the information. The trustee talked to him and told him,
15 "Okay, well, you know, I've got all this young lady's
16 information, and we just need to work on the exemption. Can
17 you take her out?" She said, "I can explain the procedure to
18 her, but can you take her outside and explain what her lawyer
19 should be doing for her."

20 So he took me out and he, you know, explained that he
21 would go back, and he would tell them what needs to be done.

22 Okay. I get another letter to come back to court in
23 May. When I come back in May, Mr. Meriwether was there, and
24 the trustee asked him, "Okay, did you guys get the paperwork
25 corrected?" And he stood there with this dumbfounded look on

1 his face like he had no clue what she was talking about.

2 So then afterwards, you know, she said, "Okay, this
3 is a continuance again."

4 So he pulls me out in the hallway and he says, "Oh,
5 well, she's rescheduling for next month. There's no need for
6 you to appear in court." Well, I'm saying, "Are you sure?" He
7 said, "Yes."

8 Well, the following month, I get a letter for failure
9 to attend to court. He didn't even show up. And I'm like,
10 okay.

11 So I went down there, and I'm like, "What is going
12 on? Because this is ridiculous." I said, "I was referred to
13 you guys." I said, "Nothing's gone according to what I thought
14 it should've -- the way I thought it should've went." Anyway -
15 - they's like, "Okay, well, don't worry about it, we got it.
16 Just -- you got another court date for the following month."
17 So this is April, May, June. Okay.

18 I go in June. Same thing. She's still -- she said
19 everything for the -- my bankruptcy and stuff was fine, they
20 still want the exemption papers filed correctly.

21 The people that work in that office are just people
22 off the street. None of them are paralegals.

23 So, therefore, when you go, you can't really speak to
24 anyone. The people that they give you to speak to have no
25 legal rights to even tell you anything. But they're filing

1 your paperwork, and they have your personal information, which
2 is unfair.

3 So, okay. The next court I go, and she says the same
4 thing. Well, it drug all the way out -- well, June -- she
5 skipped July and August. Had me come back in September. Same
6 thing.

7 Come back in November. That was my last court date
8 when I came before you, and he didn't show up that day either.
9 So it's like what am I paying these people for? If you're not
10 even going to show up and represent me, and then the paperwork
11 that you're filing, they don't have any clue. He didn't file
12 that paperwork. The people in the office did, and they're not
13 paralegals or lawyers.

14 So I'm paying you for a service that you can't even
15 do -- or not doing, but you're showing up and -- but you're not
16 the one that did the paperwork. So when she tells you it's
17 still done incorrectly, she finally just said, "Okay, your
18 bankruptcy" -- I got papers saying that my bankruptcy has been
19 discharged. But my objection to the exemption still stood.

20 THE COURT: Yes. Yes.

21 MS. HUDSON: So it just --

22 THE COURT: And you're -- you owed money.

23 MS. HUDSON: Yeah.

24 THE COURT: To the trustee.

25 MS. HUDSON: So they're saying that I owe to the

1 trustee because they can't fill out simple paperwork, something
2 that they get paid to do. So I figured why should I have to
3 pay it? You guys are the ones that screwed it up and didn't do
4 it right.

5 THE COURT: How much did that cost you to the
6 trustee?

7 MS. HUDSON: Well, I haven't heard anything since my
8 last court appearance with you. So --

9 THE COURT: Well, that's because they're holding up.

10 MS. HUDSON: Okay. Well, there was \$2,140 and some
11 change. I don't know what the change was, but --

12 THE COURT: And that was something that they if they
13 would've filed the proper exemption papers --

14 MS. HUDSON: The trustee said --

15 THE COURT: -- you would have kept?

16 MS. HUDSON: -- if the paperwork had -- she said I
17 can't tell you guys how to do your job --

18 THE COURT: Now "she said." Do you remember the
19 trustee?

20 MS. HUDSON: Kristin. Kristin.

21 MALE SPEAKER: The trustee was Kristin Conwell.

22 THE COURT: Kristin Conwell, okay.

23 MS. HUDSON: Um-hum, um-hum. So she -- the whole
24 time, every month I appeared before her, she kept telling him
25 the same thing, "You guys are not filling this paperwork out

1 properly." And they never changed anything. Each month, it
2 was the same thing. They never changed the paperwork. They
3 didn't even attempt to.

4 THE COURT: Well, are you asking me that -- to -- to
5 order Critique, that failed to fill out the proper paperwork,
6 to, one, refund for never showing up and doing it right, the
7 \$299 in attorney's fees, and to pay to the trustee the money
8 that you're --

9 MS. HUDSON: That they --

10 THE COURT: -- liable for for them not doing it in
11 the sum of \$2,140?

12 MS. HUDSON: Yes.

13 THE COURT: Is that what you're asking me to do?

14 MS. HUDSON: Yes, sir.

15 THE COURT: And -- it sounds like you've got good
16 cause to make that request. And based on your filing, I'm
17 going to find that Dean Meriwether and Critique Services
18 essentially abandoned you as a client, failed to perform
19 appropriate legal services --

20 MS. HUDSON: Correct.

21 THE COURT: -- and are required to refund to you,
22 Elainna D. Hudson, the sum of \$299, and to pay to trustee,
23 Kristin Conwell, on behalf of the estate of Elainna D. Hudson,
24 Case Number 15-40826, the sum of \$2,140.

25 MS. HUDSON: Thank you.

1 THE COURT: It will be so ordered. Thank you for
2 appearing.

3 MS. HUDSON: Thank you.

4 THE COURT: Okay. Now next.

5 COURTROOM DEPUTY: The next case, Juan Miller. It's
6 another disgorgement motion, Judge.

7 THE COURT: Is Ms. Miller here? Come on up and state
8 your name.

9 COURTROOM DEPUTY: State your name, sir.

10 MR. MILLER: Juan Devon Miller.

11 JUAN D. MILLER, DEBTOR, SWORN

12 THE COURT: All right.

13 MS. CASE: Rebecca Case, Your Honor, the Chapter 7
14 trustee.

15 THE COURT: And, Mr. Miller, you also hired Critique
16 Services, is that correct?

17 MR. MILLER: Yes, Your Honor.

18 THE COURT: Go ahead and tell me the story. When did
19 you go see him, and what happened?

20 MR. MILLER: Okay. I was originally referred to
21 their services by a coworker because they were fairly cheap.
22 Or -- well, she referred me to them, saying they were
23 reasonable.

24 I went toward the beginning of the year. Originally
25 I filed around June 20th, or something like that.

1 THE COURT: When'd you first go see him?

2 MR. MILLER: Um, I would say like two weeks before
3 then or so, just to get the initial feedback. Like what would
4 I need, and how much would I need to get started, or whatever.
5 They told me they wouldn't tell me anything until I paid the
6 money up-front. So I was just like, okay, "Well, I'll be back
7 next week when I get paid."

8 And when I came originally, I came with about 300 or
9 so dollars. And they said, "Okay. Well, you need to come back
10 and pay this, and pay that. But here, fill out this packet,
11 and when you get back, then we'll go everything with you," this
12 and that.

13 It was a fairly big packet, so I filled it out within
14 another week or two weeks or so when I came with the other 300
15 and odd amount.

16 After that, I would just get no information. Every -
17 - I would just go for weeks, and weeks, and weeks, and I would
18 call, and continuously call, and go down there, and they be
19 like, "Uh, okay, well, we're filling them out. We're filling
20 them out now. We're looking for it. Okay." I would just
21 basically get the run around. And --

22 THE COURT: How much did you actually pay them?
23 Because I don't see it in your documents.

24 MR. MILLER: Um, I don't have the documentation on
25 me. I'll get to the --

1 THE COURT: What do you remember?

2 MR. MILLER: It was somewhere around six, 700. Like
3 around six eighty or so, all together.

4 THE COURT: Okay. And so they had a filing fee of
5 \$335, or so?

6 MR. MILLER: Yes, yes. Yes, that's about it.

7 THE COURT: And then you also paid 300 and -- it
8 looks like you paid \$355 or so. The other lady had 359, and
9 she paid around that figure.

10 MR. MILLER: Um-hum. Yeah, it was around that,
11 ballpark average.

12 THE COURT: Three fifty-five for your filing -- for
13 your attorney's -- did you ever meet with Mr. Meriwether?

14 MR. MILLER: Maybe like two months after originally
15 filing it, aggressively going down there every other day. And
16 I met with him for about a good ten minutes or so. A guy with
17 kind of like a thick accent or so, I don't know if that was him
18 or not. He --

19 THE COURT: You don't if it was Mr. Meriwether?

20 MR. MILLER: Yeah, 'cause it was just so brief. It's
21 like once I finally came down there, or they finally -- after,
22 like I say, a month or so, aggressively calling and going down
23 there, they was like, "Okay, you'll meet with him, and so and
24 so, such and such. Make sure you're on time. He don't like
25 when somebody's late." I'm like, "Okay, man, I'm -- I'm ready

1 for it more than you are."

2 I eventually got down there. Met with him a quick
3 second. He was like, "Oh, yeah, sign this, sign this, okay.
4 Sign some more papers. Sign this." So, okay, "Okay, you're
5 done. We'll -- we'll mail it off, we'll send it in the next
6 batch."

7 Like I said, again, weeks, months go by. Calling.
8 Going down there. It became like a regular part of my
9 schedule, to be honest with you.

10 THE COURT: Dropping by --

11 MR. MILLER: Yes.

12 THE COURT: -- every other day?

13 MR. MILLER: Like every other week or so.

14 THE COURT: Every other week.

15 MR. MILLER: What happened next is --

16 THE COURT: And when'd they finally file this case?

17 MR. MILLER: I have no idea, to be honest with you.

18 Maybe around October or something like that. I didn't
19 eventually go to my court date until around November 20th, I
20 remember that perfectly, 'cause ex-fiancé's birthday, so --

21 MS. CASE: The case was filed on October the 19th,
22 2015. The first payment, according to the debtor at his
23 meeting of creditors, he indicated that he made the first
24 payment on July 25th (indiscernible 2:37:14) --

25 MR. MILLER: Yes.

1 MS. CASE: -- \$349 in cash, and you received a
2 receipt?

3 MR. MILLER: Yes.

4 MS. CASE: Do you have your receipt?

5 MR. MILLER: No, not on me now. I have a --

6 MS. CASE: Do you have it at home?

7 MR. MILLER: Yes, I can --

8 MS. CASE: Can you get it for me?

9 MR. MILLER: Yes.

10 MS. CASE: And I can give it to the Court?

11 MR. MILLER: Yes, I can.

12 THE COURT: That'd be great.

13 MS. CASE: He turned his packet in, he testified,
14 about two weeks later. Took his credit counseling courses, for
15 over two and a half month, he received the runaround. He went
16 down there daily, weekly, et cetera.

17 October the 9th, he met with an attorney for five
18 minutes, Robert Dellamano, who was admitted in the District
19 Court on that day.

20 He said he was incredibly frustrated, and had spent a
21 lot of time, energy, effort, time away from work trying to get
22 his case filed.

23 MR. MILLER: Yes. I eventually ended up, due to a
24 new company rule that I was unaware of at the time, I ended up
25 losing my job. And still my bankruptcy case has not been

1 discharged. I haven't had anything in the mail. So I'm just
2 sitting here befounded (sic), like jobless now. I just started
3 getting unemployment like last week or so. And like still no
4 discharge on my bankruptcy. No nothing. I haven't heard
5 anything since last time I spoke with her. That's -- that's
6 about it.

7 MS. CASE: The attorney that was with you at the
8 meeting of creditors, is that the attorney you met with at
9 Critique? Is that the only one?

10 MR. MILLER: Uh, it's been so long -- was such a long
11 time ago --

12 MS. CASE: You can't remember?

13 MR. MILLER: Yeah, I can't really remember.

14 MS. CASE: Okay.

15 THE COURT: And you lost your job?

16 MR. MILLER: Yeah. It was under new management, and
17 they had bestilled some new rules that I was unaware of because
18 I would take time out and go to her when I --

19 THE COURT: Oh, I see, you missed work to go --

20 MR. MILLER: Yeah. Yes.

21 THE COURT: -- go do bankruptcy things.

22 MR. MILLER: And I was unaware of it, yes. And, you
23 know --

24 THE COURT: Yes, that's a -- something you might want
25 to talk to a lawyer about.

1 Anyway, that's a different rule. So you're asking me
2 -- because as an offshoot -- well, they never just represented
3 you. Because of this bad service --

4 MR. MILLER: Yeah.

5 THE COURT: -- do you want your \$349 back?

6 MR. MILLER: Yeah. Something. Anything. I really
7 would like my bankruptcy case to be discharged like -- that was
8 what I was waiting on because of my --

9 THE COURT: Well, now the trustee can help you here.
10 She'll give you an update.

11 MS. CASE: We discussed it. He needs to be sure that
12 he gets his financial management certificate on file, and not
13 to rely on Critique to file it, but go to the Clerk's Office
14 today and check and see if it has, in fact, been filed. If it
15 has not been filed, for him to, by all means, get in touch with
16 the company, get it -- get it on file himself. Because if the
17 Clerk closes this case, he will have to pay a fee to get
18 reopened in order to get that certificate on file.

19 THE COURT: You don't want that to happen. So you go
20 downstairs and find out if it's been filed. If it hasn't been
21 filed, you get a hold of that company right away and have them
22 get you a copy that you've completed your course. Because you
23 have been abandoned, all those attorneys are suspended at
24 Critique.

25 Furthermore, that was horrible service, and they got

1 you in a real crack.

2 MR. MILLER: Yeah.

3 THE COURT: And when you paid them clear back in July,
4 which was referenced by the Trustee, and her testimony is very
5 clear from your first meeting, and they don't file until --

6 MR. MILLER: Yeah, they get their money.

7 THE COURT: -- late October, yes, they used the money
8 all that time period. You pay them in cash?

9 MR. MILLER: Yes.

10 THE COURT: Um-hum. So we're going to give you an
11 order allowing you to have a judgment against Critique Services
12 and your filing attorney, Dean Meriwether, in the amount of
13 \$349.

14 And that will be the order of the Court. But we've
15 got some advice for you to go down and -- to -- just so you can
16 get your discharge, okay?

17 MR. MILLER: Okay.

18 COURTROOM DEPUTY: Financial management certificate
19 was filed on --

20 THE COURT: Wait. We know something.

21 COURTROOM DEPUTY: It was filed on November 6th.

22 THE COURT: November 6th, your financial management.
23 Was that the first course?

24 FEMALE SPEAKER: No, it's the second one.

25 THE COURT: The financial management course

1 certificate.

2 COURTRROOM DEPUTY: Yes, the financial management
3 course certificate was filed on November 6th of '15.

4 THE COURT: November 6th.

5 MS. CASE: That would be the second course.

6 THE COURT: Yes.

7 MS. CASE: That's correct, okay.

8 THE COURT: But something was discharged without
9 payment.

10 COURTRROOM DEPUTY: Wait a minute.

11 THE COURT: Something at the bottom.

12 COURTRROOM DEPUTY: The case -- the deadline -- to
13 objection to discharge --

14 THE COURT: Oh, we had to wait until the objection to
15 discharge, which hasn't even run yet. You'll get your
16 discharge after --

17 COURTRROOM DEPUTY: After, probably, the second or
18 third week, maybe --

19 THE COURT: February.

20 COURTRROOM DEPUTY: -- of February.

21 MR. MILLER: Okay.

22 THE COURT: You're on course. So you don't have to
23 go downstairs and double-check.

24 MR. MILLER: Okay, thank you.

25 THE COURT: Okay? That part got done.

1 MR. MILLER: Okay, thank you.

2 THE COURT: But you got abandoned otherwise and --

3 MR. MILLER: Yeah.

4 THE COURT: -- and this is a complete mess. Anything
5 else that the trustee would like to add?

6 MS. CASE: Should the third party be ordered to pay
7 up on this case be Mr. Dellamano since he appeared with the
8 debtor?

9 THE COURT: Well, that was your testimony.

10 MS. CASE: And I know that he's entered his
11 appearance.

12 THE COURT: Why not, huh? Jointly and severally
13 liable, Dean Meriwether and Robert Dellamano, the person that
14 you testified appeared in court, which the trustee has
15 verified, and the person that you talked with. So --

16 MS. CASE: Okay. Anything else?

17 MR. MILLER: No.

18 THE COURT: Thank you for appearing.

19 MS. CASE: Your Honor, may the witness be excused?

20 THE COURT: And the witness may definitely be
21 excused.

22 MS. CASE: Thank you.

23 THE COURT: And I think you're on the pathway of
24 getting things better.

25 MR. MILLER: Thank you. Thank you.

1 THE COURT: And now we come to Ms. Wilson. State
2 your full name.

3 MS. WILSON: Irnez Latrice Wilson.

4 THE COURT: Please be --

5 COURTROOM DEPUTY: It's not -- her case is not filed,
6 Judge.

7 THE COURT: Go ahead and swear her in.

8 COURTROOM DEPUTY: Oh, I'm sorry.

9 THE COURT: She's a walk-in.

10 COURTROOM DEPUTY: I thought you were looking for her
11 case.

12 THE COURT: No, her case hadn't been filed.

13 COURTROOM DEPUTY: Okay, then --

14 THE COURT: Oh, please spell your name.

15 MS. WILSON: Oh. I-R-N-E-Z Latrice Wilson.

16 IRNEZ LATRICE WILSON, WITNESS, SWORN

17 THE COURT: All right. Ms. Wilson, tell -- I'll let
18 Ms. Case -- maybe Ms. Case can help me here. I haven't been
19 able to get prepped on this one.

20 MS. CASE: Okay. Ms. Wilson, when did you first go
21 to Critique Services?

22 MS. WILSON: In March, 2015.

23 MS. CASE: Okay. So this March, when you went in,
24 who'd you meet with?

25 MS. WILSON: With Charlotte.

1 MS. CASE: With Charlotte. And do you know
2 Charlotte's last name? Is it Thomas? Or do you know?

3 MS. WILSON: I don't know.

4 MS. CASE: You don't know, okay. You met with
5 Charlotte. Did you pay Charlotte any money?

6 MS. WILSON: I paid her the filing fee -- the court
7 filing fee, three thirty-five.

8 MS. CASE: Okay. But did you pay her the original
9 money to prepare your documents? The three forty-nine?

10 MS. WILSON: Yes.

11 MS. CASE: Okay. And when'd you do that? That first
12 day when you went in?

13 MS. WILSON: No, it wasn't the first day. I came
14 back 30 days later, and I gave her the money, but it was in
15 March. When I actually made the payment was in March.

16 MS. CASE: Okay. So you --

17 THE COURT: So you paid him in March \$349 for
18 attorney's fees.

19 MS. WILSON: Yes.

20 THE COURT: Did you pay him the filing fee, too?

21 MS. WILSON: No.

22 THE COURT: Okay.

23 MS. CASE: The debtor has a set of schedules and
24 statements which have not been filed with the Court, it's my
25 understanding. And the statement of financial affairs, Number

1 9 states that the payment was made to Dean Meriwether,
2 Attorney-at-Law, 3919 Washington Boulevard, Saint Louis,
3 Missouri 63108. This says that the payment was made of 2015,
4 and that \$349 was paid to Mr. Meriwether. And these documents
5 have not been filed with the Court, okay?

6 And so you went back -- after you paid all of your
7 money in March, you went back a second time, is that correct?

8 MS. WILSON: Yes.

9 MS. CASE: Okay. And when was that?

10 MS. WILSON: I went back -- probably like within like
11 40 days.

12 MS. CASE: Okay. And did you give them all your
13 information?

14 MS. WILSON: Yes. I brought everything in, this is
15 the list they gave me.

16 MS. CASE: Okay. The debtor has a list of court
17 required documents. It says that counsel is Dean Meriwether,
18 and it lists all the things that the debtor is to bring in.

19 And so you took all these documents in, probably in
20 April or May.

21 MS. WILSON: Yes.

22 MS. CASE: Okay. And what happened next?

23 MS. WILSON: When I gave him the money, they told me
24 that I would have to take that first course.

25 MS. CASE: Okay.

1 MS. WILSON: Course on file online, and I did that in
2 June.

3 MS. CASE: Okay.

4 MS. WILSON: June 17th is when I completed that first
5 course.

6 MS. CASE: Okay. And that certificate went to
7 Critique.

8 MS. WILSON: Um-hum.

9 MS. CASE: Is that yes?

10 MS. WILSON: Yes.

11 MS. CASE: Okay. And then what happened next?

12 MS. WILSON: And then --

13 MS. CASE: Was your case filed?

14 MS. WILSON: It -- it was -- it was, I guess -- I
15 never really went to court. Never went to court. I -- my court
16 date was scheduled for October.

17 MS. CASE: They told you you had a court date in
18 October.

19 MS. WILSON: Yes.

20 THE COURT: They told you that?

21 MS. WILSON: Yes.

22 THE COURT: We can't -- we don't have a case for you.

23 MS. CASE: You went back in --

24 MS. WILSON: I have paper --

25 MS. CASE: So you went in in March. April, May --

1 June you took your course.

2 MS. WILSON: Um-hum.

3 MS. CASE: And each time, were you meeting with a
4 female?

5 MS. WILSON: I was meeting with -- actually the
6 receptionist. And then one -- okay. I had one meeting with
7 Dean Meri -- Meriwether, and that's when the petition was
8 filed.

9 MS. CASE: He told you --

10 THE COURT: Was signed.

11 MS. CASE: -- that it was going to be filed.

12 MS. WILSON: Um-hum.

13 THE COURT: Was signed.

14 MS. WILSON: Yeah, it was signed.

15 THE COURT: Let's be --

16 MS. WILSON: Yeah, sign.

17 THE COURT: Let's be specific because it sure wasn't
18 filed.

19 MS. WILSON: Yeah, oh, I signed the petition. All
20 the paperwork with him, met with him about ten minutes just to
21 sign everything.

22 MS. CASE: And he told you every -- that your case
23 would be filed.

24 MS. WILSON: Yeah.

25 MS. CASE: Okay. And this was in May or June.

1 MS. WILSON: Yes.

2 MS. CASE: Okay. And was your case -- did you ever
3 receive a notice from the Bankruptcy Court that your case had
4 been filed?

5 MS. WILSON: No.

6 MS. CASE: Did you keep going down to Critique?

7 MS. WILSON: I went down to Critique. Every month, I
8 was going down there. And every time I would go down there,
9 they would always say I need to sign another paper from the
10 courts, or something has changed and we have to sign it. Or
11 they will tell me that, you know, we're going to file your case
12 next week. It was always something every time I go down there.
13 I'm filing, I'm also bringing in check stubs. Every time I
14 come, I got to bring in a new check stub.

15 And then it got to the point where I was coming every
16 two weeks. Like the other guy said, it become a part of your
17 schedule. I was going every two weeks. And every two weeks, I
18 would bring in a new check stub, and sign more papers.

19 MS. CASE: When you signed the papers, did you sign
20 just the very first two or three pages here, what we call the
21 voluntary petition that I'm showing you?

22 MS. WILSON: Um-hum.

23 MS. CASE: Or did you have to re-sign all the
24 documents?

25 MS. WILSON: No, I didn't receive -- I didn't have to

1 sign all the documents. It was like one part in their petition
2 that had changed.

3 MS. CASE: Right.

4 MS. WILSON: So it was like about seven pages I had
5 to re-sign.

6 MS. CASE: So they were pulling the signature pages
7 out for you.

8 MS. WILSON: Yeah.

9 MS. CASE: And giving those to you.

10 MS. WILSON: They have yellow tape, and said sign
11 where the yellow tape is.

12 MS. CASE: And so they didn't really go over the
13 documents with you, they just handed you the signature pages
14 each time.

15 MS. WILSON: Yeah. So it could have been the same.
16 I'm like, "Well, what changed?" You know. "Oh, well, you
17 know, nothing big has changed. It's just, you know, the
18 courts, you know, they just -- the way they reword it or
19 retyped it," something like that.

20 MS. CASE: When was the last time you went down there
21 to ask about your case?

22 MS. WILSON: Um, before Christmas. I went down there
23 that Monday.

24 MS. CASE: Okay.

25 MS. WILSON: Before Christmas.

1 MS. CASE: Monday before Christmas.

2 MS. WILSON: Yeah.

3 MS. CASE: And what'd they tell you that day?

4 MS. WILSON: Um, I told her -- she told me that the
5 lawyers had been suspended. Two lawyers had been suspended,
6 and that they had another lawyer that came in. And when she
7 told me the lawyers had been suspended. I said, "Why are the
8 lawyers getting suspended?" They couldn't tell me why.

9 So I told her then, I said, "Well, I want a refund."
10 And she said, okay, well, you have to sign this paper to get a
11 refund.

12 MS. CASE: Did you sign the paper?

13 MS. WILSON: I signed the paper, and she put my name
14 on, and said, "Well, you're at the top of the list." Actually
15 before that day -- actually it was two weeks before then, I'm
16 sorry, when I actually told her I wanted a refund. When I came
17 back that Monday before Christmas, and I told her -- she said,
18 "Well, we're gonna try to have -- issue a check before
19 Christmas."

20 MS. CASE: And did --

21 MS. WILSON: And --

22 MS. CASE: -- you get a check?

23 MS. WILSON: That day, she had me sign another paper
24 saying something with the Court issued that day, it came out
25 that day.

1 MS. CASE: Did she give you a copy of the paper?

2 MS. WILSON: No.

3 MS. CASE: Okay. As of --

4 MS. WILSON: No, she --

5 MS. CASE: As of today, have you received your
6 refund?

7 MS. WILSON: No.

8 MS. CASE: And your case has not been filed?

9 MS. WILSON: No. And my -- court was -- this is the
10 day, 8/20 was the day I was supposed to go to court. And
11 they --

12 MS. CASE: This is a letter from Dean Meriwether,
13 Attorney-at-Law. It says, "Ms. Johnson, your conference with
14 the attorney is scheduled for," and they have the wrong name on
15 it because the debtor's name is Irnez Wilson. It says, "Your
16 conference with the attorney is scheduled for August the 20th
17 at 3:40."

18 MS. WILSON: Yeah.

19 MS. CASE: "Please make plans to be in conference for
20 at least an hour and a half. This is to allow you time to
21 review your schedules, have your meeting with the attorney, and
22 to sign your petition."

23 Did you have a meeting on August the 20th with Mr.
24 Meriwether?

25 MS. WILSON: No. They called me and told me that

1 they was gonna reschedule. That he had to go to court. He was
2 in court, so he couldn't meet with me. Then they just kept
3 calling me back, like I'll call back in two weeks, and they
4 still didn't have a date for me. I was calling for my case
5 number, well, you're -- they said, "Well, we haven't filed it
6 yet, so you don't have a case number." It was just constantly
7 the run around. I just figured after a while, nothing was ever
8 going to happen. It was -- it was very evident nothing was
9 going to happen.

10 THE COURT: All right. Well, it sounds like you were
11 really abandoned.

12 MS. WILSON: Yeah. Yeah.

13 THE COURT: And we don't have anything on -- huh?

14 (The Court engaged in off-the-record colloquy)

15 THE COURT: Yes, we can do an order to show cause on
16 why Dean Meriwether and Critique should not be demanded to
17 refund your \$349 based on your testimony today in court. This
18 is --

19 MS. CASE: Do you need Ms. Wilson's address?

20 THE COURT: Yes.

21 MS. CASE: Do you want it on-the-record --

22 THE COURT: We're going to need all of it.

23 MS. CASE: -- or do you want us to approach and give
24 that to you?

25 THE COURT: That, and also the document where he

1 disclosed what he was paid. That kind of gives a little
2 strength to the proof.

3 MS. CASE: Do you have another copy of your schedules
4 and statements? Can you wait for a copy of this to be returned
5 to you?

6 MS. WILSON: Yeah. And also, I got garnishment now
7 on my check that started December 31st.

8 THE COURT: You need help. You need help.

9 MS. CASE: How much was the garnishment?

10 MS. WILSON: Two hundred and eighteen, it's going to
11 take out every check now.

12 MS. CASE: So they hit you December --

13 MS. WILSON: 31st.

14 MS. CASE: -- 31st.

15 MS. WILSON: Um-hum.

16 MS. CASE: And when do you get paid again?

17 MS. WILSON: Twice a month, on the 15th and the end
18 of the month.

19 MS. CASE: So you're going to get hit again on
20 Friday.

21 MS. WILSON: Um-hum.

22 MS. CASE: So you need to see a bankruptcy attorney
23 and get it filed before Friday.

24 THE COURT: Yes. Because you could have your filing
25 fee --

1 MS. CASE: But you also -- you paid them the filing
2 fee also, didn't you?

3 MS. WILSON: Yeah.

4 MS. CASE: So she needs her filing fee back also.

5 THE COURT: Oh, she needs the filing fee back, too.

6 MS. WILSON: I gave it -- yeah --

7 MS. CASE: Yeah, she needs the three forty-nine. She
8 needs her filing fee that she paid them.

9 THE COURT: Three forty-nine and three thirty-five.

10 MS. CASE: Because they haven't paid the Court the
11 filing fee.

12 THE COURT: No, they have not. No -- well --

13 MS. CASE: How do we issue a show cause order?

14 THE COURT: It's miscellaneous. Abby's got that.
15 That's our miscellaneous -- same thing we did to Dellamano.
16 Miscellaneous matters of court.

17 COURTROOM DEPUTY: This matter's not entered, though.
18 That's -- what'd you say, Judge, about --

19

20 THE COURT: We'll get it squared --

21 COURTROOM DEPUTY: Oh, okay.

22 THE COURT: We'll talk. There's a -- there's a way
23 to get there from here. So we've got to have your information.
24 In the meantime, you need an attorney.

25 From a trustee's standpoint, would that \$649 be

1 exempt because of the fact that it's -- it's beyond --

2 MR. KARFELD: Collectibility is an issue.

3 THE COURT: That's another -- yeah, wait 'til you see
4 it. Well, it sounds like there's a class developing, if you
5 know what I mean. It's very, very interesting.

6 MS. WILSON: Having -- and just my opinion: You
7 can't get your filing fee back, but I'm like he -- it seems to
8 me he knows that, so even if he can just get away with that,
9 he'll take that.

10 THE COURT: Well, that's a fraud on the Court, too.
11 If it's ever brought up to the Court by the appropriate
12 policing parties. So there we are.

13 MR. KARFELD: Judge, I would volunteer to help her.
14 I just don't know that I can get it done by Thursday.

15 THE COURT: Well, take a look at the paperwork. You
16 -- if you get this gentleman to represent you, you've got a
17 winner. You just moved up about five notches in the world of
18 attorneys.

19 MR. KARFELD: I just --

20 THE COURT: And I think I only had four --

21 MR. KARFELD: Yeah, I'll take a look here --

22 THE COURT: I think I only had four notches that I
23 put attorneys through. Does that give you an idea of where
24 they are? So there you are. So you might want to talk to Mr.
25 Karfeld. Mr. Karfeld.

1 MR. KARFELD: I'll wait around, okay?

2 MS. WILSON: Okay.

3 THE COURT: Because you want to visit --

4 MS. CASE: Anything else, Your Honor, for the debtor?

5 THE COURT: Nothing that I know of. We're running
6 those copies.

7 MS. CASE: Not for the debtor, from Ms. Wilson who
8 would like to be a debtor.

9 MS. WILSON: Yes.

10 THE COURT: Ms. Wilson, who's been begging to be a
11 debtor for a long time.

12 MS. WILSON: Yes, almost a year.

13 THE COURT: This is ridiculous.

14 (Laughter)

15 MS. CASE: Your Honor, one of the --

16 THE COURT: This is a pattern and practice of cash.
17 No trust account. Ms. Case, do you want to make a statement
18 about what you filed with the Court this week? I mean what you
19 uncovered from Mr. Meriwether?

20 MS. CASE: Your Honor, that testimony has been pretty
21 much consistent. When I have asked Mr. Meriwether, he has
22 indicated that he's paid cash --

23 THE COURT: On Friday.

24 MS. CASE: On Fridays, and --

25 THE COURT: Do you know, he testified to that very

1 fact, that an order to show cause in this Court back in late
2 November, early December, and you had that --

3 MS. CASE: And the first time Mr. Dellamano appeared
4 at a meeting of creditors, he testified that he was paid in
5 cash on Fridays by Mr. Meriwether, who was paid in cash by
6 René.

7 And it's my understanding no one has a trust account.
8 I mean I haven't verified that.

9 THE COURT: No, but we've asked --

10 MS. CASE: Neither of them say -- I mean if you ask
11 them do they have a trust account, their answer is no.

12 THE COURT: Yeah, that's exactly what their test --
13 that's consistent with their testimony. And Mr. Robinson's
14 testimony --

15 MS. CASE: And it's my under --

16 THE COURT: -- in the Reed case.

17 MS. CASE: I have not verified this, but I was
18 informed today that Critique Services is seeing clients even as
19 we are here today.

20 MS. WILSON: Yes, they --

21 MS. CASE: But they don't have an attorney.

22 THE COURT: They don't have an attorney.

23 MS. CASE: Well, Your Honor --

24 MS. WILSON: Yes.

25 THE COURT: Where is the unauthorized practice of

1 law? Where is the U.S. Attorney? Where is the Attorney
2 General?

3 MS. CASE: I don't know the answer.

4 MS. WILSON: I called them today, and they --

5 MS. CASE: They answered the phone.

6 THE COURT: Where's the Circuit Attorney?

7 MS. WILSON: They answered the phone after I got
8 here.

9 MS. CASE: Your Honor -- would you please repeat for
10 the Court?

11 MS. WILSON: I called them this morning and asked
12 them about --

13 MS. CASE: Critique Services?

14 MS. WILSON: Yes, Critique Services, and asked them
15 about my refund, and where court was going to be held. And
16 they said -- I said, "Do I need to come in? Or do I need to
17 sign anything?" They said, "No, just go down to the court."

18 THE COURT: Just go down to the court?

19 MS. WILSON: Um.

20 THE COURT: Well, I know, you showed up here and
21 everybody's going, "Well, you're not here."

22 MS. WILSON: Yeah, they -- they told me to come here.

23 THE COURT: And then you knew some of the folks here,
24 so you stuck around.

25 MS. WILSON: Yeah.

1 THE COURT: That's just unbelievable. Anyway, there
2 we are. No, there isn't anything we can do --


3 MS. CASE: You ready to go off the record?

4 THE COURT: I think we're ready to go off the record.
5 I -- I thank Mr. --

6 (Whereupon, at 2:58 p.m., the hearing was adjourned.)
7

8 CERTIFICATE OF TRANSCRIBER
9

10 I, KAREN HARTMANN, a certified Electronic Court
11 Transcriber, certify that the foregoing is a correct transcript
12 from the electronic sound recording of the proceedings in the
13 above-entitled matter.
14

15 
16

17 Karen Hartmann, AAERT CET**D0475 Date: January 19, 2016
18 TRANSCRIPTS PLUS, INC.
19
20
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22
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24
25

Attachment 151

Transcript of § 341 meeting in *In re Martin*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DIVISION OF MISSOURI
EASTERN DISTRICT**

In re:	)	Judge Charles E. Rendlen III
	)	Chapter 7
EVETTE NICOLE REED,)	
Debtor.	)	Case No. 14-44818-705
_____)	
In re:)	
)	
PAULINE A. BRADY,)	
Debtor.	)	Case No. 14-44909-705
_____)	
In re:)	
)	
LAWANDA LANAE LONG,)	
Debtor.	)	Case No. 14-45773-705
_____)	
In re:)	
)	
MARSHALL LOUIS BEARD,)	
Debtor.	)	Case No. 14-43751-705
_____)	
In re:)	
)	
DARRELL MOORE and)	
JOCELYN ANTOINETTE MOORE,)	
Debtors.	)	Case No. 14-44434-705
_____)	
In re:)	
)	
NINA LYNNE LOGAN,)	
Debtor.	)	Case No. 14-44329-705
_____)	
In re:)	
)	
JOVON NEOSHA STEWART,)	
Debtor.	)	Case No. 14-43912-705
_____)	
In re:)	
)	
ANGELIQUE RENEE SHIELDS,)	
Debtor.	)	Case No. 14-43914-705
_____)	

)
) **NOTICE OF FILING OF AFFIDAVIT**
) **AND TRANSCRIPT FROM MEETING**
) **OF CREDITORS IN CASE**
) **NO. 15- 47021, DEBTORS WILLIAM**
) **HENRY MARTIN, III AND**
) **LANISHA DESHA MARTIN**

Chapter 7 Trustee E. Rebecca Case (“Trustee Case”) files this Notice of Filing of Affidavit and Transcript from Meeting of Creditors in Case No. 15-47021, Debtors William Henry Martin, III and Lanisha Desha Martin and in support thereof respectfully reports the following:

1. Debtors William Henry Martin, III and Lanisha Desha Martin (“Debtors Martin”) filed a Voluntary Chapter 7 Petition for Relief in the United States Bankruptcy Court for the Eastern District of Missouri on September 17, 2015 and a copy of the Order and Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines (“Notice”) is attached hereto and incorporated herein as **Exhibit “1”**.

2. According to the Notice, the Attorney for Debtors Martin is Dean D. Meriwether (“Attorney Meriwether”), Law Offices of Dean Meriwether, 3919 Washington Avenue, St. Louis, Missouri 63108.

3. The Chapter 7 Trustee was E. Rebecca Case.

4. The Meeting of Creditors was held on Thursday, October 22, 2015.

5. Debtors William Henry Martin, III and Lanisha Desha Martin appeared and Attorney Robert J. Dellamano appeared and testified at the Meeting of Creditors.

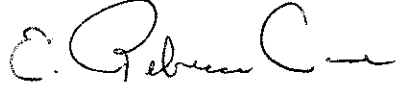
6. Attached hereto and incorporated herein as **Exhibit “2”** is a copy of the Affidavit and Transcript from Meeting of Creditors in Case No. 15-47021, Debtors William Henry Martin, III and Lanisha Desha Martin.

7. Attached hereto and incorporated herein as **Exhibit “3”** is a copy of Debtors William Henry Martin, III and Lanisha Desha Martin’s Statement of Financial Affairs, page 4, number 9.

8. Attached hereto and incorporated herein as **Exhibit “4”** is a copy of the Attorney’s Disclosure of Compensation (“Form 2016”).

WHEREFORE, Chapter 7 Trustee E. Rebecca Case files this Notice of Filing of Affidavit and Transcript from Meeting of Creditors in Case No. 15-47021-705, Debtors William Henry Martin, III and Lanisha Desha Martin in this case pursuant to her understanding of the Orders that have been entered by the Honorable Charles E. Rendlen, III in several cases in regard to “Critique Services”, Dean Meriwether and/or Robert J. Dellamano.

STONE, LEYTON & GERSHMAN
A Professional Corporation

By: /s/ E. Rebecca Case 
E. Rebecca Case- EDMO#38010MO
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105
(314) 721-7011
(314) 721-8660 Facsimile
chapter7trustee@stoneleyton.com

Chapter 7 Trustee

CERTIFICATE OF SERVICE

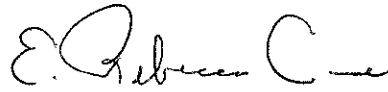
I hereby certify that a true and correct copy of the foregoing was sent via first class, United States mail, postage prepaid and/or electronic notice on February 15, 2016 to:

1. Ross H. Briggs
Post Office Box 58628
St. Louis, Missouri 63158
2. Ross H. Briggs
4144 Lindell, Suite 202
St. Louis, Missouri 63108
3. James Clifton Robinson
Critique Services
3919 Washington Boulevard
St. Louis, Missouri 63108
4. Critique Legal Services or Critique Services
3919 Washington Boulevard
St. Louis, Missouri 63108
5. Dean D. Meriwether
Critique Services
3919 Washington Avenue
St. Louis, Missouri 63108
Attorney for Debtors William Henry
Martin III and Lanisha Desha Martin
6. Robert J. Dellamano
3919 Washington Avenue
St. Louis, Missouri 63108
7. Laurence D. Mass
230 South Bemiston Avenue, Suite 1200
Clayton, Missouri 63105
Attorney for Critique Services, LLC
8. Robert J. Blackwell
Blackwell and Associates
P.O. Box 310
O'Fallon, Missouri 63366-0310
9. David A. Sosne
Summers Compton Wells LLC
8909 Ladue Road
St. Louis, Missouri 63124

10. Tom K. O'Loughlin
O'Loughlin, O'Loughlin et al.
1736 N. Kingshighway
Cape Girardeau, Missouri 63701
11. Kristin J. Conwell
Conwell Law Firm LLC
PO Box 56550
St. Louis, Missouri 63156
12. Seth A. Albin
Albin Law
7710 Carondelet Avenue, Suite 405
St. Louis, Missouri 63105
13. Office of the United States Trustee
Thomas F. Eagleton Courthouse
111 South Tenth Street, Suite 6353
St. Louis, Missouri 63102
14. Paul Randolph
Office of the United States Trustee
Thomas F. Eagleton Courthouse
111 South Tenth Street, Suite 6353
St. Louis, Missouri 63102
15. Daniel J. Casamatta
Acting United States Trustee
Charles Evans Whittaker Courthouse
400 East 9th Street, Room 3440
Kansas City, Missouri 64106
16. Adam E. Miller
Office of the United States Trustee
Charles Evans Whittaker Courthouse
400 East 9th Street, Room 3440
Kansas City, Missouri 64106
17. Pauline A. Brady Debtor
1732 Delrosa Way
St. Louis, Missouri 63138
18. William Henry Martin, III Debtor
6229 Greer
St. Louis, Missouri 63121

19. Lanisha Desha Martin
6229 Greer
St. Louis, Missouri 63121

Debtor

A handwritten signature in cursive script that reads "E. Rebecca Case". The signature is written in black ink and is positioned above the printed name.

/s/ E. Rebecca Case

E. Rebecca Case

UNITED STATES BANKRUPTCY COURT
Eastern District of Missouri

Order and Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 9/17/15.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

Creditors -- Do not file this notice in connection with any proof of claim you submit to the court. See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):

William Henry Martin III 6229 Greer St. Louis, MO 63121	Lanisha Desha Martin 6229 Greer St. Louis, MO 63121	aka Lanisha D. Blackwell
---	---	--------------------------

Case Number: 15-47021 -A705	Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN: xxx-xx-8188 xxx-xx-3221
--------------------------------	---

Attorney for Debtor(s) (name and address): Dean D. Meriwether Law Offices of Dean Meriwether 3919 Washington Avenue St. Louis, MO 63108 Telephone number: 314-533-4357	Bankruptcy Trustee (name and address): E. Rebecca Case 7733 Forsyth Blvd. Suite 500 Saint Louis, MO 63105 Telephone number: (314) 721-7011
---	---

Meeting of Creditors:

Date: **October 22, 2015** Time: **10:30 AM**
Location: **111 South Tenth Street, First Floor, Room 1.310, St. Louis, MO 63102**

Refer to Other Side for Important Documentation Needed at the Meeting of Creditors

Presumption of Abuse under 11 U.S.C. §707(b)

See "Presumption of Abuse" on reverse side.

The presumption of abuse does not arise.

Deadlines:

Papers must be received by the bankruptcy clerk's office by the following deadlines:

Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts: 12/21/15

The deadline to file such complaints for any creditor added to this case after the date of the initial Notice and Order of Commencement shall be the later of the original deadline or 60 days after the date on the certificate of service of the notice given pursuant to L.R. 1009.

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors unless otherwise provided under Bankruptcy rule 1019(2)(B) for converted cases.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Foreign Creditors

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:
111 South Tenth Street
Fourth Floor
St. Louis, MO 63102
Telephone numbers: (314) 244-4500
VCIS number: 1-866-222-8029, #87
Electronic Case Information/PACER: <https://ecf.moeb.uscourts.gov>
Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.

So Ordered:

Charles E. Randall III

United States Bankruptcy Judge
Date: 9/18/15



EXPLANATIONS

FORM B9A (12/12)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this Court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in Bankruptcy Code § 362. Usually, the filing of a case automatically stays certain collection and other actions against the debtor and the debtor's property such as contact by any means to demand repayment, taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the Court to extend or impose a stay. Taking prohibited actions may result in penalty.
Presumption of Abuse	If the presumption of abuse arises, creditors may have the right to file a motion to dismiss the case under § 707(b) of the Bankruptcy Code. The debtor may rebut the presumption by showing special circumstances.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date specified in a notice filed with the Court.
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the Court to extend the deadline. <i>Do not include this notice with any filing you make with the court.</i>
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that the debtor is not entitled to receive a discharge under Bankruptcy Code §727(a) or that a debt owed to you is not dischargeable under Bankruptcy Code §523(a)(2), (4), or (6), you must file a complaint – or motion if you assert the discharge should be denied under §727(a)(8) or (a)(9) – in the bankruptcy clerk's office by the "Deadline to Object to Debtor's Discharge or to Challenge the Dischargeability of Certain Debts" listed on the front of this form. The bankruptcy clerk's office must receive the complaint or motion and any required filing fee by that deadline.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objections by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. Registered electronic users should file through our Case Management/Electronic Case Files (CM/ECF) system at https://ecf.moeb.uscourts.gov . This Court requires all attorneys to file electronically through CM/ECF. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office or via the Internet if you have a PACER subscription. You may register for PACER at http://pacer.psc.uscourts.gov . Case status information is available 24 hours a day by contacting VCIS (voice case information) or via the Internet using PACER. Information about the meeting of creditors, certain forms, and other matters can be obtained from the Court's website: http://www.moeb.uscourts.gov
Abandonment of Property	At the meeting of creditors, the Trustee may announce the abandonment of specific property of the estate that is burdensome or of inconsequential value. Any objection to this abandonment must be filed in writing with the Clerk's Office and the Trustee within 14 days after the conclusion of the meeting of creditors.
Foreign Creditors	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Domestic Support Obligation – Child Support	The holder of any claim for unpaid pre-petition child support is entitled to have the trustee provide such creditor with notice of the creditor's right to use the services of the state child support enforcement agency and supply such creditor with the address and telephone number of the state child support enforcement agency and a explanation of the creditor's rights to payment in the bankruptcy case. Any creditor may request such notice and information by writing the trustee. Such creditor is further entitled to have the trustee provide the creditor with (i) notice of the granting of the discharge, (ii) any last known address of the debtor, (iii) debtor's most recent employer, and (iv) information concerning other claims on which the debtor may be liable following a discharge. Failure to request such information from the trustee shall be a waiver of the right to receive such notice from the trustee.

--- Refer to Other Side for Important Deadlines and Notices ---

Debtor information needed at the meeting of creditors:

- Most recently filed federal and state tax returns (must be provided to trustee at least 7 days before 341 meeting)
- W-2(or W-4) forms
- Deeds to any real estate in which the debtor has any interest
- Savings, checking and investment account statements
- Personal property tax statements

- Divorce decree or separation agreement
- Documentation supporting Means Test/Disposable Income Form 22
- Pay stubs or other earnings statements covering the 6-month period prior to the petition date

Debtor Identification:

All individual debtors must provide picture identification and proof of social security number (if any) to the trustee at the meeting of creditors. Failure to do so may result in your case being dismissed or denial of your discharge, and/or criminal referral. Acceptable forms of picture identification (ID) include an original: 1)driver's license, 2)federal or state government ID, 3)student id, 4)U.S. passport, 5)military ID, or 6)resident alien card. Acceptable forms of proof of social security number include an original: 1)social security card, 2)medical insurance card, 3)pay stub, 4)W-2 form, 5)Internal Revenue Service Form 1099, 6)Social Security Administration report, or 7)statement that such documentation does not exist.

**AFFIDAVIT AND TRANSCRIPT FROM
MEETING OF CREDITORS IN CASE NO. 15-47021, DEBTORS
WILLIAM HENRY MARTIN, III AND LANISHA DESHA MARTIN**

I, Diane Ferranti, being duly sworn upon oath, state the following:

1. I am over the age of eighteen and in all ways competent to make this Affidavit.
2. I accurately transcribed the tape from the Meeting of Creditors of Debtors

William Henry Martin, III and Lanisha Desha Martin, Case No. 15-47021-705, and a copy of the transcript is attached hereto and incorporated herein as Exhibit "A".

Further, affiant sayeth not.

/s/ Diane Ferranti

Diane Ferranti

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Subscribed and sworn to before me this 15th day of February 2016.

Karen M. Trinkle

Notary Public

My commission expires: 10-10-17



KAREN M. TRINKLE
My Commission Expires
October 10, 2017
St. Louis County
Commission #1387742



William Henry Martin, III and Lanisha Desha Martin
Meeting of Creditors October 22, 2015
Case No. 15-47021-705

Transcribed by Diane Ferranti

Trustee: E. Rebecca Case (T)

Debtors: William Henry Martin, III and Lanisha Desha Martin

Attorney for Debtors: Robert Dellamano

T: If you'll remaining standing for me and raise your right hand. Are you - is it a joint case?

Mr. Martin: Yes, ma'am.

Mrs. Martin: Yes.

T: Come on up. We'll pull up an extra chair if you need an extra chair. If you want to pull the door too that way if he wants to run around he can run around - or she can run around and they can't get out.

Mr. Dellamano: All the way or -

T: All the way. All right. Raise your right hands for me please. Do you swear to tell the truth, the whole truth and nothing but the truth? Thank you, please be seated. Okay. Who do we have?

Mr. Dellamano: We have Martin - William Martin and Lanisha Martin.

T: Okay. If you'll pass me your IDs. Thank you. So I've sworn you in. Mr. Martin, if you'll state your name, please, sir.

Mr. Martin: William Henry Martin, the third.

T: And Mr. Martin, I need for you to use your voice that you use at the baseball game.

Mr. Martin: Oh -

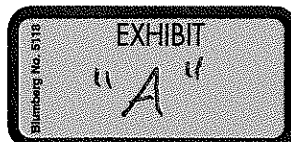
T: Ma'am, your name, please.

Mrs. Martin: Lanisha Desha Martin.

T: That's a strong answer, see there. Okay. I'm returning to each of you your Missouri driver's license and your Social Security cards that matches the information on your Petition. If you'll pass me your blue sheets. Okay. Take a look at your Voluntary Petition, your attorney has that ready for you. Are those your signatures?

Mr. Martin: Yes, ma'am.

Mrs. Martin: Yes.



T: Okay. Now then, did you sign the Petition, the Schedules, the Statements and the related documents?

Mr. Martin: Yes.

T: Are the signatures on those documents your very own?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Did you read the documents before you signed them?

Mr. Martin: Yes.

T: You are personally familiar with the information in the documents?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Is the information true and correct?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Are there any errors or omissions to bring to my attention at this time?

Mr. Martin: My part-time job –

T: Um-hmm.

Mr. Martin: - I guess I didn't give him the paycheck stub at the – at the -

Mrs. Martin: In time.

Mr. Martin: - in time.

T: Okay.

Mr. Dellamano: They got it to us two days ago. We got it to your office yesterday.

T: Okay.

Mr. Dellamano: Of course, it hasn't gotten to you yet I'm sure.

T: Right. Did you list all of your assets?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Other than that income. Did you list all of your creditors?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Okay. Have either of you ever filed bankruptcy before?

Mr. Martin: No.

Mrs. Martin: No.

T: Okay. And ma'am, you're not currently employed. Is that correct?

Mrs. Martin: Correct.

T: Sir, you're at 100 Mall Parkway in Wentzville?

Mr. Martin: Yes.

T: And 10835 Old Halls Ferry Road?

Mr. Martin: Yes.

T: You guys filed your 2014 tax return?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: You received a refund of \$10,398.00.

Mr. Martin: Yes.

T: How many dependants do you have?

Mr. Martin: Four.

T: Do you owe any alimony, child support or maintenance?

Mr. Martin: No.

Mrs. Martin: No.

T: You both read the U.S. Trustee's information sheet?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: You both signed the blue form?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: And I need you to sign the blue forms.

Mr. Dellamano: You want printed address, all that?

T: No, just sign and date is fine. Thank you. Now then, did you get the problem straightened out? You've been admitted?

Mr. Dellamano: Yes, that was on the 9th and Mr. Randolph was notified.

T: Okay. Of October?

Mr. Dellamano: Yes.

T: And Judge Rendlen was notified?

Mr. Dellamano: Yes.

T: Missouri or Eastern District of Missouri?

Mr. Dellamano: Eastern.

T: Let's go to your Schedule A, and that's going to be real estate. Have you owned any real estate in the last four years?

Mr. Martin: No.

Mrs. Martin: No.

T: Okay. Let's go to your Schedule B, on the day you filed, and your case was filed –

Mr. Dellamano: Seventeenth.

T: - September the 17th, you had \$10 in cash. Is that correct?

Mr. Martin: Correct.

Mrs. Martin: Yes.

T: Your bank account is at PNC. Is that correct?

Mr. Martin: I have two. I have one from PNC and then the one you have now is my –

T: You have a PayPal –

Mrs. Martin: Yeah.

Mr. Martin: Both of them are PayPal – I mean both of them prepaid cards.

Mrs. Martin: Prepaid.

T: Okay. So we need the PNC bank statement.

Mr. Martin: Well, there's –

T: They're both –

Mr. Martin: - there's nothing in there. There's – at the time when we filed that was closed, so I only have that one.

T: Okay. So you have the PNC account, but there's no money in it.

Mr. Martin: Correct.

T: Is that right?

Mr. Martin: Correct.

Mrs. Martin: Yes.

T: It was – was it -

Mr. Martin: It was closed because of the bank.

T: It was closed. So that needs to come off the Schedule B.

Mr. Martin: Okay.

T: So you guys are going to delete the PNC, because it was closed on the date of filing and instead you've sent me a PayPal prepaid Mastercard invoice.

Mr. Martin: Yes, ma'am.

Mrs. Martin: Yes.

T: Okay. And that's what you actually had on the date of filing.

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: That's what needs to be added to the Schedule D – I mean the Schedule B. Okay. And then that's going to change your Schedule C. When did you close the PNC checking account?

Mr. Martin: In July.

T: Okay. And when did you get the PayPal prepaid Mastercard?

Mr. Martin: I got that in July, too.

T: Okay. This year?

Mr. Martin: Yes, ma'am.

T: Okay. It indicates here that security deposits – you have no security deposits. Is that right?

Mr. Martin: Correct.

T: With anyone?

Mr. Martin: No.

T: Okay. Household goods, it says you have none.

Mr. Martin: None.

T: You guys have no furniture?

Mrs. Martin: We're homeless right now.

T: Okay. Books, pictures, stamps, coins – none?

Mrs. Martin: None.

T: Clothing, \$300.00?

Mr. Martin: Yes.

T: Okay. Any jewelry?

Mr. Martin: No.

Mrs. Martin: No.

T: Gun or any hobby equipment?

Mr. Martin: No.

T: Any life insurance?

Mr. Martin: No.

T: 401k –

Mr. Martin: Yes.

T: - \$3,000.00 in it.

Mr. Martin: Yes.

T: Whose is that?

Mr. Martin: Mine.

T: Okay. You have a 2012 Nissan.

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Are you keeping it?

Mr. Martin: No.

Mrs. Martin: No.

T: Surrendering it?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Do you own any other property I haven't asked you about here today?

Mr. Martin: No.

T: So there are two cars, both of them surrendered?

Mr. Martin: Yes.

Mrs. Martin: Well –

Mr. Martin: Well, the old one –

Mrs. Martin: It was repo-ed.

Mr. Martin: Yeah.

T: Okay. Did anyone cosign on any of your debts?

Mr. Martin: No.

Mrs. Martin: No.

T: Did you cosign for anyone else?

Mr. Martin: No.

Mrs. Martin: No.

T: Are you leasing any property at this time?

Mr. Martin: No.

Mrs. Martin: No.

T: I'm searching for their Statement of Financial Affairs. Here it is number 12. It didn't get filed at the same time. It didn't get filed until October the 5th. Okay. During the 90 days before filing did you pay any one creditor \$600.00 or more?

Mr. Martin: No.

Mrs. Martin: No.

T: During the year before filing any losses due to fire, theft, casualty or gambling?

Mr. Martin: No.

Mrs. Martin: No.

T: Have your wages been garnished?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: When did that start?

Mr. Martin: In May.

T: Okay. So they were garnished, in what May --

Mr. Martin: Yes, to --

T: June?

Mr. Martin: Yes.

T: July?

Mr. Martin: Yes.

T: August?

Mr. Martin: Yes.

Mrs. Martin: Yes.

T: Until this case – and did they get them again in September?

Mr. Martin: It stopped in September.

T: Are you holding any property for another person?

Mr. Martin: No.

Mrs. Martin: No.

T: Is anyone holding any property for you?

Mr. Martin: No.

Mrs. Martin: No.

T: Does anyone owe you any money?

Mr. Martin: No.

T: Do you have any claims against anyone?

Mr. Martin: No.

Mrs. Martin: No.

T: Now, your Statement of Financial Affairs on number 9 says that you paid Dean Meriwether on September – in September of 2014 \$349.00.

Mr. Martin: Correct.

T: Is that correct?

Mr. Martin: Correct.

T: Is that the first – first time you went into Critique?

Mr. Martin: Yes, ma'am.

T: And when you went in that day, who's the first person you met with?

Mr. Martin: I didn't meet – it was a – it was a lady. I don't remember her last name.

Mrs. Martin: I don't know.

Mr. Martin: I don't remember.

T: But you met with a lady?

Mr. Martin: Yes, ma'am.

Mrs. Martin: Yeah.

T: Okay. About how long did you meet with her?

Mr. Martin: I met with her for about 45 minutes to an hour.

T: Okay. And was she like the support staff, a secretary or someone like that?

Mr. Martin: Well, she wasn't a secretary. The secretary sent us to her room.

T: Okay.

Mr. Martin: And that's when we initially set up everything and she told us that, that'll be the initiation fee and then that she printed our credit report at the time, too.

T: Okay.

Mr. Martin: - and tried to listen to debtors and give us the online class to take.

T: Okay. And you paid the \$349.00. Did you pay in cash?

Mr. Martin: I paid cash.

T: Okay. Did you get a receipt?

Mr. Martin: They did, but I asked them for the receipt and they said they were giving it to you guys.

T: That – that they will give me the receipt?

Mr. Martin: Yes, all the receipts from all of the bankruptcies.

T: Okay. So – but that day you didn't get a receipt?

Mr. Martin: I did get a receipt.

Mrs. Martin: I did get a receipt.

T: You did get a receipt that day.

Mr. Martin: Yes.

Mrs. Martin: I just can't find it.

T: Just can't find your copy right now.

Mrs. Martin: Yes.

T: Okay. Now then, you went back then a second time.

Mr. Martin: I did.

T: When did you go back?

Mr. Martin: I went back in January, because I didn't – I didn't hear anything and then that's when they told me that I had to pay a penalty, because it had been already so late.

Mrs. Martin: And you paid that at the Court. Right?

T: And how much was the penalty?

Mr. Martin: I think it was like an extra \$150.00.

T: Did you have to pay that in cash?

Mr. Martin: I didn't pay it at the time. They told me that I will have to pay it.

T: Okay. And did you do anything else that day when you went back to ask what's happening with my case?

Mr. Martin: No, I –

T: Okay.

Mr. Martin: - went back later.

T: Okay. When did you go back again?

Mr. Martin: I want to say March.

T: Okay.

Mr. Martin: I made another payment then. I don't remember exactly the amount, because I finally closed out of everything in May when I found finally got – received I was getting garnished, and I made a last payment of \$265.00. I think it came up to – all the total \$750.00.

T: So you think you paid again in May?

Mr. Martin: Yes.

T: Because you went in, you go, "I'm getting garnished; we've got to get this on file?"

Mr. Martin: Yes, because I had – I still didn't hear anything.

T: Okay. So when you went in, in May, did you sign all these documents –

Mr. Martin: I did.

T: - the Voluntary Petition, the Schedules and the Statements and all those things?

Mr. Martin: I did.

T: Okay. And then were they supposed to be filed immediately to stop the garnishment?

Mr. Martin: I was supposed to have a meeting with Dean then in June or July.

T: Okay.

Mr. Martin: And he had told me then everything was going to get processed. The garnishment was supposed to stop then and that I would go ahead and um –

T: So you met Dean in May when you went in and paid your –

Mr. Martin: No, I finally - I didn't meet with - meet Dean until June or July.

T: But you've paid – already paid everything?

Mr. Martin: Yes, I had already paid everything.

T: And he told you he'd get it on file?

Mr. Martin: Yes.

T: And it didn't get on file?

Mr. Martin: No.

T: So you had to go back again?

Mr. Martin: I did.

T: Okay. Did you have to sign everything all over again?

Mr. Martin: I did.

T: And when I sign everything, did you –

Mr. Martin: Everything.

T: - sign everything again-

Mr. Martin: Everything initial-

T: - or just the Petition?

Mr. Martin: Everything, the whole packet again.

T: Okay. And when was that, June or July? August?

Mr. Martin: It was June-I did it in June. I did it in August.

T: And then did you have to do it again in September?

Mr. Martin: Or was it just August?

Mrs. Martin: I think it was-

Mr. Martin: It was again in September.

T: Okay. Anything else you want to tell me?

Mr. Martin: Um-

T: You want your money back? All of it?

Mr. Martin: Yes.

T: Okay. What's your telephone number?

Mr. Martin: [REDACTED]

T: [REDACTED] that's where we can always reach you?

Mr. Martin: Yes.

T: This number that you've given me on [REDACTED] is that's someone's parents?

Mr. Martin: That's-

Mrs. Martin: My mom.

T: That's your mom, so you guys do have a place to live right now that's a good thing. How much do you think you were garnished during this time period?

Mr. Martin: Over-I think about twelve-hundred, thirteen-hundred.

T: Do you have the paystubs?

Mr. Martin: Yes.

T: Okay. Someone from the Office of the U.S. Trustee's – the people who supervise me will probably be in touch with you about this and my recommendation would be that your money be refunded and my recommendation would be that you be reimbursed for these garnishments that they didn't stop, so – but Paul Randolph is the person who supervises me and he will be in touch with you. I also am making referrals to the State of Missouri, the Office of Chief Disciplinary Council. The woman's name is Nancy Ripperger, so in the event she should call you, you know, don't be upset, you haven't done anything wrong. She just wants you to answer some questions, because a lot of people are having the same problem and it needs to be stopped. Okay. Because people like you are suffering the consequences of it. You know, you're being garnished. You've indicated to me your homeless. You do not need to be being garnished. Okay. And you paid these people the money. All right. Thank you very much. You guys know what amendments need to be made to your Schedule B and your Schedule C.

Mr. Dellamano: Um-hmm.

T: And if that gets done today or tomorrow I'll be able to conclude your meeting on Monday, if not you'll have to come back down here and you don't want to come back down here, so get that amendment done. Okay. All right. Thank you very much.

9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Dean Meriwether Attorney at Law 3919 Washington Blvd Saint Louis, MO 63108	09/2014	\$349.00

10. Other transfers

None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
NONE		

None b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
NONE		

12. Safe deposit boxes

None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
NONE			



United States Bankruptcy Court
Eastern District of Missouri

In re William Henry Martin, III
Lanisha Desha Martin

Debtor(s)

Case No. _____
Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>349.00</u>
Prior to the filing of this statement I have received	\$	<u>349.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ 335.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:
 Debtor Other (specify):

4. The source of compensation to be paid to me is:
 Debtor Other (specify):

5. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
 I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

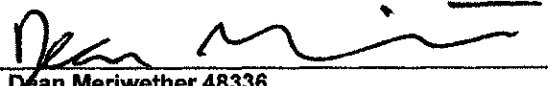
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Representation of the debtors in adversary proceeding.

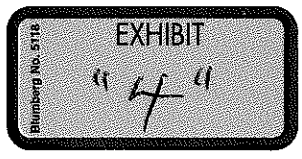
CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: 9-17-15



Dean Meriwether 48336
Dean Meriwether Attorney at Law
3919 Washington Blvd
Saint Louis, MO 63108
314-533-4357 Fax: 314-533-4356
attydeanmeriwether@yahoo.com



Attachment 152

Order Directing Disgorgement of Fees, entered in multiple cases heard
on January 12, 2016

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI**

In re:	§	Case No. 15-45524-705
	§	
Keisha Renita White,	§	Chapter 7
	§	
Debtor.	§	[Related to Doc. No. 21]
<hr/>		
In re:	§	Case No. 15-47021-705
	§	
William Henry Martin, III, and	§	Chapter 7
Lanisha Desha Martin,	§	
	§	
Debtors.	§	[Related to Doc. No. 17]
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In re:	§	Case No. 15-47076-705
	§	
Lois Ann Adams,	§	Chapter 7
	§	
Debtor.	§	[Related to Doc. No. 20]
<hr/>		
In re:	§	Case No. 15-40826-705
	§	
Elainna Doray Hudson,	§	Chapter 7
	§	
Debtor.	§	[Related to Doc. No. 32]
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In re:	§	Case No. 15-47865-705
	§	
Juan Devon Miller,	§	Chapter 7
	§	
Debtor.	§	[Related to Doc. No. 9]

ORDER AND NOTICE

For the reasons set forth herein, the Court orders that Attorney Dean D. Meriwether of “Critique Services” (the “Critique Services Business,” as further defined herein) disgorge to each of the above-referenced Debtors the fees they paid for his “legal services,” and issues certain other directives.

I. PROCEDURAL HISTORY

Before he was suspended, Meriwether filed on behalf of each of the Debtors a voluntary joint petition for bankruptcy relief under chapter 7 of title 11

of the United States Code (the “Bankruptcy Code”¹). On December 7, 2015, Meriwether was suspended from the privilege of practicing before this Court until March 7, 2016, for various acts of professional malfeasance committed in *In re Leander Young* (Case No. 15-44343).

Between late December 2015 and early January 2016, each of the Debtors filed pro se a letter motion (each, a “Motion to Disgorge”; collectively, the “Motions to Disgorge”).² In the Motions to Disgorge, the Debtor made allegations of gross incompetence, client abandonment, failure to render legal services, and the unauthorized practice of law by Meriwether and the Critique Services Business. The Court entered Notices in the Cases, setting each Motion to Disgorge for hearing on January 12, 2016. Copies of the Notices were provided to all parties. Meriwether was afforded the opportunity be heard in writing and by appearance at the hearing. He declined to do respond or appear; the Motions to Disgorge were uncontested. On January 12, 2016, the Court conducted the hearing. Each of the Debtors testified; each was a credible witness.

II. BACKGROUND ON MERIWETHER AND THE CRITIQUE SERVICES BUSINESS

It is appropriate to provide background related to the Critique Services Business and Meriwether’s relationship to it, to give context to these Motions to Disgorge. This is certainly not the first time the Court has addressed professional malfeasance committed by Meriwether or other persons affiliated with the

¹ References herein to “section[s]” or “§[§]” shall refer to the indicated section(s) of the Bankruptcy Code, unless otherwise indicated.

² The circumstances of the *Adams* Debtor are unique on one point: on December 29, 2015, the Court entered an order directing disgorgement of the attorney’s fees in *In re Adams* [*Adams* Doc. No. 17], directing disgorgement by Meriwether of his attorney’s fees. Meriwether did not appeal that order. As such, the *Adams* Debtor already has a final, non-appealable order for disgorgement. However, because the *Adams* Debtor filed, on January 4, 2016, an additional letter motion complaining about Meriwether, alleging that the Critique Services Business instructed her to file a false document, the Court construed this to be another motion for disgorgement or additional relief, and set the matter for hearing.

Critique Services Business. The events here are not a one-off aberration; they are typical examples of the activities at the Critique Services Business.

A. The Operations of the Critique Services Business

The Critique Services Business is a notorious “bankruptcy services” rip-off operation located at 3919 Washington Blvd., St. Louis, Missouri (the “Critique Services Business Office”). The business preys on primarily low-income, minority persons in the metropolitan St. Louis, Missouri. Clients come to the office seeking assistance with filing a bankruptcy case, and are promised cheap legal representation. However, the business is deliberately designed not to provide any meaningful legal services. The business pockets the client’s cash and then fails to provide legal services. The “services” are provided by non-attorney staff persons. The business of the Critique Services Business is the unauthorized practice of law; its victims are the working-poor.

The Critique Services Business is operated through Critique Services L.L.C., a limited liability company owned by the highly disreputable non-attorney Beverly Holmes Diltz. Diltz has been repeatedly sued by the U.S. Trustee (the “UST”), both in this District and in the Southern District of Illinois, for her unlawful and unprofessional business activities, including for the unauthorized practice of law. In 2003, her operations in East St. Louis were shut down after the UST for Region 10 obtained an injunction from the U.S. Bankruptcy Court for the Southern District of Illinois, permanently barring Diltz from operating a bankruptcy services business in that District ever again. Diltz and her affiliated persons have been the subject of injunctions issued by this Court. Diltz is prohibited from acting as a bankruptcy petition preparer in this District.

The Critique Services Business always has one or two attorneys affiliated with its operations (the “Critique Services Attorneys”), usually through a contract with Critique Services L.L.C. or Critique Legal Services L.L.C.³ However, they

³ To be clear, the Critique Services Business is not an actual law firm or a law partnership; there is no law firm or partnership named “Critique Services” at which the Critique Services Attorneys practice law. Instead of being partnered or being in association with each other, each Critique Services Attorney is affiliated with non-attorney Diltz and Critique Services L.L.C.

are dummy-attorneys; their involvement is part of the scam. The job of the Critique Services Attorneys is not to practice law. Their real job is to rent-out their signatures and bar card numbers to Diltz's operations, which are affixed to legal documents prepared by non-attorney staff persons, to give the appearance that legal services have been rendered. Meriwether is one of these dummy-attorneys. In *In re Evette Nicole Reed, et al.* (Case No. 14-44818), Critique Services L.L.C. admitted that it has a contract with Meriwether, but refused to turn over a copy of that contract, despite a Court order to do so.

The non-attorney staff persons at the Critique Services Business, including Diltz and her office manager, Renee Mayweather,⁴ run the operation. Meriwether has admitted that he is an employee of the business and that Diltz and Mayweather are his bosses.⁵ That is, Meriwether—an attorney—works *for*

⁴ Mayweather is just as disreputable as Diltz. Mayweather and Diltz are long-time cohorts in this scam. Mayweather, like Diltz, has been enjoined by this Court for her role in the Critique Services Business, in *Nancy Gargula, U.S.T. v. Beverly Holmes Diltz, et al.* (Case No. 05-4254). Mayweather recently was caught lying to a client in *In re Leander Young* (Case No. 14-44343), telling the client that the reason he was having trouble with his bankruptcy case was because the Judge was acting out of personal animus—rather than admitting that the problems with his case were the result of the Critique Services Business having grossly mishandled it. The *Young* debtor did not believe Mayweather and told her so. Mayweather also was caught trying to violate the injunction against her. On December 18, 2015, Mayweather and Critique Services Attorney Robert J. Dellamano showed up together at the Clerk's Office and asked if Mayweather could file legal documents for Dellamano at the Clerk's Office computer banks. However, Mayweather is prohibited from providing any bankruptcy services to the public unless she is (a) an employee (b) under written contract with (c) (i) an attorney or (ii) business organization whose primary business is the practice of law. Mayweather brought no such written contract to show that she could file bankruptcy documents without being in violation of the injunction against her. The Clerk's Office—well-aware of the injunction against Mayweather as well as the history of misconduct committed by those affiliated with the Critique Services Business—refused to allow Mayweather to use its computers unless she obtained written authority from the Judge. Mayweather and Dellamano left the Clerk's Office and did not seek judicial authority.

⁵ *In re Reed, et al.* [Reed Doc. No. 127] (a copy of the transcript of the § 341 meeting in *In re Sylvia Scales* (Case No. 14-49828), wherein Meriwether explained his role at the Critique Services Business).

Diltz and Mayweather, not the other way around. In addition, Meriwether has explained that the non-attorney staff persons at the Critique Services Business are not his employees.⁶ Meriwether is paid weekly by Critique Services L.L.C.⁷ and his wages from Critique Services L.L.C. do not appear to be in any way related to whether his attorney's fees were actually earned by the rendering of legal services *to the clients*.

The Critique Services Attorneys have little, if anything, to do with the clients. Non-attorney staff persons conduct the interviews with the new client, complete the legal paperwork, and collect the attorney's fees from the client—all before any attorney speaks with the client (*if* an attorney ever speaks with the client). By way of recent examples: in *In re Alexis Montrice Cody* (14-45917), the signature block of a Critique Services Attorney (Dedra Brock-Moore) was affixed to the debtor's petition papers, despite the fact that the debtor had never met the attorney—in fact, at the time, Brock-Moore was not even admitted to practice before this Court. In *In re Arlester Hopson* (Case No. 14-43871), the debtor appeared in court and was not merely unable to identify the name of his Critique Services Attorney (Meriwether); he was unable to identify Meriwether's gender. In fact, the *Hopson* debtor stated that he had never even *heard of* Meriwether. He had no idea who his actual attorney was; he told the Court that he was represented by Critique Services. In *In re Latoya Steward*, non-attorney staff persons collected the debtor's fees, gave her (very poor) legal advice, solicited false statements from clients for inclusion into petition papers, and prepared the petition papers—all before Critique Services Attorney James C. Robinson ever met the debtor. Moreover, when Robinson finally met the debtor, the debtor advised him that the petition papers included false statements—but Robinson nevertheless signed the documents with the false statements included and had the papers filed. In *In re Jessica White* (Case No. 15-48556), Critique Services Attorney Robert J. Dellamano filed false documents on behalf of a client

⁶ *Id.*

⁷ *Id.*

who he had never previously met, then appeared for her at the § 341 meeting—where he then promptly lied about his own false statements. And, when he got caught lying by the case trustee at the § 341 meeting, he threw his own client under the bus, blaming her for his false statements.

The Critique Services Business requires a cash payment for the attorney's fees, up front. However, after collecting the fees, the business often waits *months* to file the client's case. Clients have to repeatedly beg for their cases to be filed. Meanwhile, as the client waits (and begs) for his case to be filed, his fees are not held in a client trust account. In fact, no one affiliated with the Critique Services Business will explain what happens to the client's fees after collection. In *In re Steward*, Robinson and Critique Services L.L.C. refused to make court-ordered discovery related to how they handled the fees. They chose to take considerable monetary sanctions instead of obeying the discovery order. In *In re Reed, et al.*, Critique Services L.L.C., Robinson and another attorney affiliated with the Critique Services Business, Ross H. Briggs, were ordered to turn over information related to the handling of the debtors' fees. That matter is ongoing as of the date of this Order, but there has not been turned over of any bookkeeping evidence held by the Critique Services Business: not a ledger, not a bank statement, not a receipt book. All that **cash**—hundreds of thousands of dollars collected annually from the working-poor—and no one will account for how a dime of it is handled.

As a result of no attorney actually doing any legal work at the Critique Services Business, the pleadings produced there are often grossly erroneous, contain false statements, and are incompetently prepared. Client abandonment is the modus operandi. The Critique Services Attorney of record often does not show up for § 341 meeting or contested hearings. Motions are not responded to. Notices of error from the Clerk's Office are disregarded (in fact, in early December 2015, Meriwether ignored one-on-one warnings given to him personally by the Clerk's Office staff about his use of the wrong bankruptcy forms—warnings that he acknowledged but disregarded, resulting in notices of error being issued and cases later being dismissed). When clients try to reach

Critique Services Attorneys by phone, calls roll to voicemail and are never returned. Desperate clients resort to going into the Critique Services Office in person—often coming back over and over and over—to get attention to their cases. But even when a client shows up at the office in person, he often receives nothing other than the news that he cannot speak with an attorney, but must speak with non-attorney Mayweather—and that Mayweather isn't there.

And not only do the Critique Services Attorneys have almost nothing to do with clients, they also have nothing to do with their own fees. The attorney's fees are collected and held by non-attorney staff persons at the Critique Services Business Office. Meriwether has admitted, point-blank, that has no idea what happens to his own attorney's fees,⁸ and Robinson has reflected a similar ignorance regarding the handling of his fees in *In re Reed, et al.*

In re Reed, et al., Critique Services L.L.C. made the bald claim that it has no employees other than Diltz, despite mounting evidence to the contrary. When the Court offered Critique Services L.L.C. the opportunity to support this claim by filing (under protective order) tax documents establishing its number of employees, Critique Services L.L.C. refused, inexplicably claiming that the tax documents would not be relevant. However, relevancy turned out to likely not be the problem. As the Court learned through documents filed by the UST for Region 13, neither Critique Services L.L.C. nor Diltz have filed income taxes returns in at least three years.

B. The Disciplinary History of Persons and Entities Affiliated with the Critique Services Business

Over the years, the Critique Services Business, Diltz, Critique Services Attorneys, and non-attorney staff persons have been sanctioned and enjoined for their unlawful and unprofessional activities. In addition, with only one exception,⁹

⁸ *Id.*

⁹ Dedra Brock-Moore was a Critique Services Attorney from August 2014 to August 2015. It is the Court's understanding that she dissociated herself from the Critique Services Business late in the summer of 2015. She has not filed cases as a Critique Services Attorney in months.

every attorney who has been affiliated with the Critique Services Business has been suspended or disbarred for malfeasance while affiliated with Diltz or the Critique Services Business:

- In *In re Robert Wigfall, Jr.* (Bankr. S.D. Ill. Case No. 02-32059), Briggs was sanctioned by the U.S. Bankruptcy Court for the Southern District of Illinois (the “Illinois Bankruptcy Court”) and was suspended from filing new cases for three months. In 2003, in *Rendlen v. Briggs, et al. (In re Thompson)* (Adv. Proc. No. 03-4003), Briggs was sanctioned by this Court and suspended from filing new cases for six months. Briggs is currently facing the possibility of sanctions in *In re Reed, et al.*
- In *In re Barry Bonner, et. al.* (Bankr. S.D. Ill. Lead Case No. 03-30784), Critique Services Attorney Leon Sutton was permanently disbarred from practicing law before the Illinois Bankruptcy Court. On May 24, 2004, Sutton was suspended on an interim basis by the Missouri Supreme Court; on May 10 2006, he was disbarred by the Missouri Supreme Court (Missouri Supreme Court Case No. SC87525).
- On August 1, 2006, Critique Services Attorney George E. Hudspeth, Jr. was disbarred by the Missouri Supreme Court (Missouri Supreme Court Case No. SC87881).
- In November 2013, in *In re Steward*, Robinson was suspended from using the Court’s overnight drop box and from the remote access use of the Court’s CM-ECF electronic docketing system, due to his refusal to obey an order compelling turnover; the following February, Robinson was sanctioned \$3,000.00 for violating *that* order.
- On June 10, 2014, in *In re Steward*, Robinson and Critique Services L.L.C.’s attorney, Elbert A. Walton, Jr., were suspended for one year from the privilege of practicing before the Court for making false statements, contempt of court, refusing to obey a court order, and abuse of process—and they remain suspended to this day because they have failed to meet the any of the conditions for reinstatement.

- In June 2014, the U.S. District Court for the Eastern District of Missouri opened a disciplinary proceeding (USDC Case No. 14-MC-352) against Robinson upon a referral in *In re Steward* (that disciplinary proceeding currently is abated until the Missouri Supreme Court's Office of Chief Disciplinary Counsel makes its determination on a similar referral).
- On August 27, 2015, in *In re Arlester Hopson*, Meriwether was suspended from use of the Court's remote access use of the Court's CM-ECF electronic docketing system, due to Meriwether's abandonment of a client, failure to obey the Local Bankruptcy Rules, and other bad acts.
- On December 7, 2015, in *In re Leander Young*, Meriwether was suspended from the privilege of practicing before the Court for client abandonment, the unauthorized practice of law, and other bad acts.
- On December 11, 2015, in *In re Robert J. Dellamano: Business of the Court* (Case No. 15-0402), Dellamano's CM-ECF passcode was suspended after Dellamano obtained the passcode using Meriwether's business address and contact information, in violation of a Court order and in an apparent attempt to ghost-lawyer for the suspended Meriwether.
- On December 18, 2015, in *In re Dellamano*, Dellamano was suspended from the privilege of practicing before the Court until March 7, 2016, for making false statements in pleadings.
- On December 29, 2015, in *In re Lawanda Watson* (Case No. 11-42230), Robinson, Meriwether and Dellamano were held in contempt of court for refusing to respond to a Court directive to explain the Critique Services Business's use of falsified court documents.
- Robinson, Meriwether and Dellamano all have had multiple referrals by the Court to the OCDC for their various acts of professional malfeasance.
- Dellamano's activities in cases before this Court also have been referred to the Attorney Registration & Disciplinary Commission of the Illinois Supreme Court. By holding himself out as practicing at the Critique Services Business Office, he has been involved in the regular practice of law in the state of Missouri without a Missouri law license. He also has

appeared at numerous § 341 cases on behalf of Meriwether's clients (that is, on behalf of clients who aren't his), and did so before he was even admitted to practice in this federal District.

- Since Meriwether's and Dellamano's suspensions, the Court has issued numerous Orders for Disgorgement of attorney's fees, directing that attorney's fees collected at the Critique Services Business be returned. See, e.g., *In re Jernisha A. Hays* (Case No. 15-47014) [*Hays* Doc. No. 10], *In re Chiquita D. Snider* (Case No. 15-47344) [*Snider* Doc. No. 12], *In re Diana Marie Reardon* (Case No. 15-46634) [*Reardon* Doc. No. 18], and *In re Nettie Bell Rhodes* (Case No. 15-49062) [*Rhodes* Doc. No. 11]. Meanwhile, Robinson and Briggs currently are facing the possibility of yet-more sanctions, including suspension, in *In re Reed, et al.*, for the refusal to obey a court order compelling turnover and for making false representations to the Court. And, in *In re Terry L. and Averil May Williams, et al.* (Lead Case No. 14-44204), Robinson, Diltz and Critique Services L.L.C. are facing another action against them by the U.S. Trustee on allegations of the unauthorized practice of law.

This pattern of sanctions, suspensions and disbarments of the Critique Services Attorneys is a part of the regular business operations of the Critique Services Business. The Critique Services Business never changes its unauthorized practice of law; it merely changes its facilitating attorneys. Once an attorney is suspended or disbarred, Diltz simply replaces him with another, and the cycle begins again. As the Court explained in its Order Suspending Meriwether:

Bearing witness to this [pattern] are the numerous carcasses of attorneys with putrefied reputational integrity, rotting in the hot sun of professional disgrace, lying in the wake of Diltz's twenty-year operation. This is not merely an unfortunate coincidence or a showing of poor judgment in the hiring process. Meanwhile, Diltz, Critique Services L.L.C, and the non-attorney staff persons are shielded from any such consequences. As non-attorneys, they cannot be suspended or disbarred. At most, Diltz has the inconvenience of having to sign a consent injunction, after which she can go back to the unauthorized practice of law, to wait for the next time she will be sued and have to sign another consent injunction.

C. The Scope of the Critique Services Business Rip-Off

According to the records of the Clerk of Court, in 2013, Robinson (who, at the time, was the primary Critique Services Attorney) filed 1,014 chapter 7 cases (charging an average attorney fee of \$296.23 per case) and 123 chapter 13 cases (charging an average attorney fee of \$4,000.00 per case). As such, in 2013 alone, Robinson collected approximately \$300,337.22 in chapter 7 attorney's fees and \$492,000.00 in chapter 13 attorney's fees—for a total of approximately \$792,337.22 in attorney's fees. This means that, just through Robinson, more than three-quarters of a million dollars in attorney's fees collected in cases filed in this District flowed through the Critique Services Business annually. The suspension of Robinson did little to slow the Critique Services Business machine; Robinson was just replaced by Meriwether, and, in turn, when Meriwether was suspended, he was replaced by Dellamano. Attorney suspensions do not stop the cash-cow that is the Critique Services Business.

D. Why the Critique Services Business Has Been Able to Get Away with this Scam for All These Years

The Critique Services Business scam works because of three sad realities. First, most “no-asset” chapter 7 cases¹⁰ (which constitute the vast majority of the Critique Services Business cases) quietly pass through the bankruptcy system with little scrutiny. There are no creditors fighting over non-existent assets, and the debtors themselves rarely have to appear in Court. There are almost never disputes requiring close review of the documents. As such, the clients of the Critique Services Business usually are none-the-wiser that their papers have been very poorly prepared and that “legal services” have not actually been rendered. Second, even when a client realizes that he has been victimized by the Critique Services Business, he usually lacks the resources—in time, money, and familiarity with the legal system—to do anything about it. The working-poor are pulling swing shifts and scrambling to put food on the table; they do not have the time to take a crash course in federal procedure, so that they can proceed pro se against their own attorneys. Third, the firewall

¹⁰ A “no-asset case” is one in which the debtor has no assets for administration.

set up to prevent such abuse and fraud—the role and the vigilance of the Office of the U.S. Trustee—has not been effective. For whatever reason, the Office of the U.S. Trustee has been unsuccessful in finding a solution that actually stops the abuse and fraud perpetrated by the Critique Services Business.

III. FACTS ESTABLISHED IN THESE CASES

Each of the Debtors appeared at the hearing on the Motions to Disgorge and testified. The attorney for the chapter 7 case trustee in *In re White*, appeared, and the paralegal from the *White* trustee’s office testified. The chapter 7 trustee in *In re Martin* appeared. Meriwether did not file a response to the Motions to Disgorge or appear at the hearing. Meriwether did not contest the allegations or argue that his fees should not be disgorged.

At the hearing, the evidence was overwhelming and clear: Meriwether failed to provide legal services of any value to the Debtors. The Debtors paid for legal representation in their respective Cases, but in return received gross incompetence, blatant mismanagement, and inexcusable neglect and delay.

In *In re Keisha Renita White*, it was established that:

- The Debtor’s case was not timely filed after she paid.
- The Debtor did not meet with Meriwether until after she had paid to retain his services to file her bankruptcy case (that is, Meriwether did not review her matter or provide to her any legal counsel before agreeing to represent her and file a bankruptcy case for her).
- When the Debtor called to beg the Critique Services Business Office for her case to be filed, she was told that a non-attorney—Mayweather—was “in charge” of filing the cases, and that Mayweather would be coming in between two and three o’clock, although the office closed at four.
- Meriwether failed to provide required documentation to the case trustee. As a result, the Debtor received multiple letters from the case trustee. The Debtor then repeatedly contacted the Critique Services Business (and was told that Mayweather was “in charge”—but that she was not available).
- Meriwether failed to respond in any way to the trustee’s letters seeking the necessary information for the administration of the Case.

- When the documentation was finally, at long last, submitted, it was prepared on the wrong forms.
- The Debtor went back to the Critique Services Business, yet again. At that point—after the Critique Services Business had abjectly failed to properly submit the documents—the staff person told the Debtor that *she (the Debtor)* had to do submit the papers *herself*, because the Critique Services Business had done it (incompetently) twice.
- Meriwether did not advise the Debtor that he had been suspended. The *White* Debtor found out that her attorney could not represent her when a friend told her about a local news broadcast covering the story about the Critique Services Business scam.
- Ultimately, the Debtor had no other option but to do the work herself. On December 22, 2015, the Debtor pro se filed her amended schedules.

In *In re William Henry Martin and Lanisha Desha Martin*, it was established that:

- In September 2014, the married Debtors paid a non-attorney staff person at the Critique Services Office to file their bankruptcy case. At the time that they paid their fee, they did not speak with Meriwether.
- The Critique Services Business did not file their Case.
- In January 2015, the husband-Debtor returned to the Critique Services Business Office, and a non-attorney woman advised him that he now owed a \$200.00 “late” fee. He paid the \$200.00 in cash and was given a receipt from a white receipt book.
- The Critique Services Business did not file their Case.
- In March 2015, the husband-Debtor returned yet-again to the Critique Services Business Office. This time, he was told that they would be “contacting” him, to let him know about the status of their Case.
- The Critique Services Business did not file their Case.
- Beginning in May 2015, the husband-Debtor’s paycheck began to be garnished by a creditor. At that point, the husband-Debtor called the Critique Services Business, trying to talk with “her” (presumably, a female non-attorney), but his calls were never returned.

- On July 11, 2015, in desperation, the Debtors once again drove to the Critique Services Business Office. This time, he spoke with another non-attorney staff person—“Bay”—who told him that he owed yet more money. He paid another \$237.00 to the business.
- It was only then, on July 11—ten months after the Debtors had paid for Meriwether’s representation—that the Debtors finally met Meriwether. Accordingly to the Debtors, the meeting was “rushed” and took about fifteen minutes total.
- Then, after all this, the Critique Services Business *still* did not file the Case—for yet-another two months.
- Meanwhile, the husband-Debtor’s paychecks continued to be garnished—from May through June, July, August, and then September.
- It was not until September 17, 2015—a full year after the Debtors had paid for Meriwether’s “services”—that their Case was finally filed.
- But the nightmare of abandonment didn’t stop there.
- Meriwether did not show up at the Debtors’ § 341 meeting on October 22, 2015. Instead, Dellamano showed up. He was not counsel of record to the Debtors. Although he had been admitted to practice in this federal District by that point, he had not filed a notice of appearance. He had not filed an attorney compensation disclosure statement pursuant to Federal Rule of Bankruptcy Procedure 2016 (as required by all debtor attorneys).

In *In re Lois Ann Adams*, it was established that:

- In November 2014, the debtor met with a non-attorney staff person named “Charlotte” at the Critique Services Business Office, and gave Charlotte \$400.00 for representation in her bankruptcy case.
- After her case was filed, she needed to make an amendment to her schedules. She repeatedly tried to contact the Critique Services Business regarding the amendments, but no one would to speak with her.
- In addition, she had received a letter from the case trustee that advised that the trustee had not received required documents.

- Finally, desperate, she—like Debtor White and Debtors Martin—had to resort to going into the Critique Services Business Office to speak with someone. She took her letter from the trustee with her.
- However, when she got to the Critique Services Business Office, when she tried to show the trustee’s letter to the front office, the “receptionist” demanded that she sign a new attorney retainer agreement.
- The Debtor testified that, after all she had been through, at that point, “something within me just said ‘don’t sign it.’”
- The “receptionist” then became upset because the Debtor refused to sign the document and accused the Debtor, “Oh, you[‘ve] just been a problem since you[‘ve] been coming here”—a demeaning comment to which the Debtor responded, “I’m too old to be a problem.”
- Instead of signing new attorney retainer agreement, she took the paper and returned to her car.
- Once in her car, the Debtor read the document. The document stated that the Debtor had received a full refund of Meriwether’s fees and that she retained Dellamano.
- The Debtor then unequivocally testified about the document’s refund representation: “None of that is true. . . .Totally false.”
- The Debtor then came into the Clerk’s Office, and prepared her amendment to her schedules on her own and filed it pro se.

In *In re Elainna Doray Hudson*, it was established that:

- In November 2014, the Debtor paid Charlotte Thomas at the Critique Services Business \$299.00 for legal representation in her bankruptcy case. She did not meet with Meriwether or any other lawyer.
- Two months later, in January 2015, the Debtor returned to the Critique Services Office and spoke with Meriwether. She described the meeting as “brief” and superficial.
- Another month came and went, and the Critique Services Business did not file her bankruptcy case.

- The Debtor tried to contact the Critique Services Business by telephone, but the office did not answer the telephone.
- It was only when the Debtor finally went into the Critique Services Office in person, that non-attorney staff person Mayweather finally filed her case.
- From there, case mismanagement became client abandonment.
- When the Debtor appeared for her § 341 meeting in March 2015, she found herself among approximately twenty other Critique Services Business debtors—all of whom believed that they were represented by Meriwether. The meeting started at one o'clock, but Meriwether did not show up. Hudson and the other Critique Services Business clients waited. And waited. And waited. Finally, at 2:45 PM, a man from Critique Services Business came “running” into the § 341 meeting—but the man wasn't Meriwether. It was another man who the Debtor could not name. The man began dispensing generic legal advice to the group of Critique Services Business clients. (This likely was Dellamano. There were only two other male attorneys affiliated with the Critique Services Business at that time, and the Debtor met Briggs on a separate occasion, so she would have been able to identify Briggs at the January 12 hearing). To any degree, the man was not Meriwether, he was not the attorney of record for Meriwether's clients, he had not filed a notice of appearance in Meriwether's cases, and he had no business being at the § 341 meeting representing Meriwether's clients. The trustee continued the § 341 meeting for a month.
- Then, at the continued § 341 meeting in April, Meriwether again did not show up. Instead, this time, Ross Briggs, and the “short guy with a goatee” (presumably, Dellamano), showed up. Briggs and Dellamano were so unprepared to represent the Debtor that the trustee had to instruct them to take the Debtor outside the meeting room for a period and explain what they should be doing for her.
- In May 2015, the Debtor was required to meet with the trustee yet again. This time, Meriwether—who, up until that point, had been MIA—showed

- up. But when the trustee asked Meriwether if he had finally prepared the correct paperwork, he (as the Debtor bluntly described it): “stood there with this dumbfound look on his face like he had no clue . . .” The matter was continued, again. Afterward, Meriwether assured her she would not have to come to the courthouse again for the continued meeting.
- In June 2015, the Debtor received another letter advising that she had failed to appear. Meriwether hadn’t bothered to show up at the meeting.
 - The fiasco went on for months. The Debtor had to come back for meetings in June, September and then November. Meriwether did not even bother to show up in November. Every time Meriwether did bother to show up, the case trustee repeatedly told him that he was not filling out the Debtor’s exemption paperwork correctly and that it had to be redone. Meriwether never properly filled out the paperwork. As the Debtor stated, “Each month, it was the same thing. They never changed the paperwork. They didn’t even attempt to.”

In *In re Juan Devon Miller*, it was established that:

- Around the beginning of June 2014, the Debtor went to the Critique Services Business Office, to discuss the possibility of filing for bankruptcy relief. In his words, he wanted “just to get the initial feedback. Like what would I need, and how much I need to get started, or whatever.” That is, he sought the very basic information he needed to determine whether he should be considering bankruptcy and whether an attorney at the Critique Services Business would be an attorney who he would want to hire. He was told by a non-attorney staff person that he must pay all his attorney’s fees—upfront—before anyone would speak with him about anything.
- A week later, he came back with \$300.00 for the attorney’s fees, and was given a packet of information to complete on his own. He had not spoken to any attorney at that point.
- A week or two later, he returned the completed packet and paid another approximately \$300-plus in cash (this would have been for the case filing fee paid to the Court).

- After this, it was radio silence for—in the Debtor’s words—“weeks, and weeks, and weeks.”
- He repeatedly called the Critique Services Business Office and—again, in his words—just got “the run around.”
- The Critique Services Business did not file his Case.
- The Debtor—by this time growing desperate—began personally going into the Critique Services Business Office every other day. Finally, about two months later, he met with an attorney—who he could not even name—for a few minutes, in a meeting that he described as “brief.”
- After that, the Critique Services Business still did not file his Case.
- The Debtor described what happened thereafter: “Like I said, again, weeks, months go by. Going down there [to the Critique Services Business Office]. It became like a regular part of my schedule.”
- Finally, on October 19, 2015, the Debtor’s Case was filed.
- On November 20, 2015, the Debtor’s § 341 meeting was held, and Meriwether failed to appear, abandoning his client. Instead, Dellamano, who was not the attorney of record, appeared.
- And, in a depressing postscript to the Debtor’s story: as a result of his need to go into the Critique Services Business Office, over and over, as “part of his regular schedule,” to check on his case status and beg for his case to be filed, the Debtor lost his job for missing work.

II. JURISDICTION, VENUE, NOTICE AND OTHER ISSUES

A. Subject Matter Jurisdiction

The bankruptcy court, as an Article I court, does not have jurisdiction vested to it. Jurisdiction is vested to the district court. An inquiry into whether this Court has jurisdiction is really an inquiry into whether the district court has jurisdiction. Section 1334(a) & (b) of title 28 establishes that the district court has “original and exclusive jurisdiction of all cases under title 11 [the Bankruptcy Code],” and “original but not exclusive jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11.” Under this scheme, the district court has subject matter jurisdiction over the matter of a disgorgement

request, since it arises under title 11 or arises in a case under title 11. See also *Walton v. LaBarge (In re Clark)*, 223 F.3d 859, 863 (8th Cir. 2000)(affirming bankruptcy court’s directive for disgorgement of fees where the attorney overcharged clients, misused the bankruptcy process for his personal gain, and had a non-attorney prepare documents and give legal advice).

B. Authority to Hear and Determine

While § 1334 confers subject matter jurisdiction over bankruptcy matters, § 157 of title 28 of the United States Code (“§ 157”) confers authority upon the district court to refer bankruptcy matters to the bankruptcy court, and confers upon the bankruptcy court the authority to preside over referred matters. Section 157(a) establishes that the district court “may provide that any or all cases under title 11 and any or all proceedings arising under title 11 or arising in or related to a case under title 11 shall be referred to the bankruptcy judges for the district.” As such, the district court has the authority to refer those bankruptcy cases and proceedings over which it has subject matter jurisdiction to the bankruptcy court. A § 157(a) referral of bankruptcy proceedings is effected by a standing order whereby the district court automatically refers those matters that, by statute, may be referred to the bankruptcy court. See, e.g., E.D. Mo. L.R. 81- 9.01(B)(1).

Section 157, in turn, establishes that a bankruptcy judge has authority to preside over referred matters—although the authority to determine a matter by final disposition depends on the type of case or proceeding that has been referred. On one hand, “[b]ankruptcy judges may hear and determine all cases under title 11 and all core proceedings arising under title 11, or arising in a case under title 11 . . .” 28 U.S.C. § 157(b)(1). On the other hand, a bankruptcy judge may only hear (but not determine) a non-core proceeding that is merely “related to” a case under title 11. 28 U.S.C. § 157(c)(1). However, there is a carve-out to this limitation: with the consent of the parties, a bankruptcy judge may hear and determine a non-core proceeding that is “related to” the bankruptcy case.

Here, the referred matters—the Motions to Disgorge—are core matters arising under title 11 or arising in a case under title 11. The Court does not require consent of the parties to hear and determine the matters, and the Court

has the authority to enter a final disposition. The recent U.S. Supreme Court case of *Stern v. Marshall*, 131 S.Ct 2594 (2011), does not change this. In *Stern*, the Supreme Court held that § 157(b)(2)(A) was unconstitutional as applied to a state law claim for tortious interference. *Stern* did not involve the determination of a motion to disgorge and did not strip the bankruptcy court of its authority to determine a motion to disgorge.

C. Personal Jurisdiction

Meriwether entered his appearance as the attorney of record in these Cases; the Court has personal jurisdiction over him. Further, by failing to respond to the Motions to Disgorge, Meriwether has consented to personal jurisdiction by waiver. In addition, the Court has personal jurisdiction over Critique Services L.L.C., the limited liability company through which the Critique Services Business is operated. Meriwether is employed by Critique Services L.L.C., and Critique Services L.L.C., through its agents such as Mayweather and Charlotte, collects and holds the attorney's fees collected at the Critique Services Business—fees that, until earned, are property of the estate. By collecting and holding Meriwether's attorney's fees Critique Services L.L.C. has submitted to the Court's personal jurisdiction over it, to determine issues related to whether it must disgorge the fees it collected.

D. Venue

Section 1408(1) of title 28 of the United States Code provides that:

a case . . . may be commenced in the district court for the district . . . in which the domicile, residence, principal place of business in the United States, or principal assets in the United States, of the person or entity that is the subject of such case have been located for the one hundred and eighty days immediately preceding such commencement, or for a longer portion of such one-hundred-and-eighty-day period than the domicile, residence, or principal place of business, in the United States, or principal assets in the United States, if such person were located in any other district.

Further, “[i]t is well established that an objection to venue is waived if not timely raised.” *Block v. Citizens Bank et al.*, 249 B.R. 200, 203 (Bankr. W.D. Mo. 2000). Venue of this Case clearly lies in this Court and no party suggested otherwise.

IV. DISCUSSION

A. Law on Disgorgement

Section 329(b) provides that “[i]f such compensation [of a debtor’s attorney] exceeds the reasonable value of any such services, the court may cancel any such agreement, or order the return of any such payment, to the extent excessive, to . . . the estate, if the property transferred . . . would have been property of the estate.” This statute “allows the court sua sponte to regulate attorneys and other people who seem to have charged debtors excessive fees.” (*Brown v. Luker In re Zepecki*, 258 B.R. 719, 725 (B.A.P. 8th Cir. 2001)(citing *In re Weatherley*, 1993 WL 268546 (E.D. Pa. 1993)). Section 329, by its terms, applies to post-petition services as well as to prepetition services. See *Schroeder v. Rouse (In re Redding)*, 247 B.R. 474, 478 (B.A.P. 8th Cir. 2000). As such, pursuant to § 329(b), the bankruptcy court may order that a request for payment of the debtor’s attorney’s fees be denied or that fees paid to the debtor’s attorney be disgorged. *Walton v. LaBarge (In re Clark)*, 223 F.3d at 864 (noting the power of the bankruptcy court to award or deny fees); *In re Burnett*, 450 B.R. at 130-31 (providing that § 329(b) allows the court to disgorge compensation already received).

Disgorgement of attorney’s fees is not a punitive measure and does not constitute damages. *In re Escojido*, 2011 WL 5330299, at *2 (Bankr. S.D. Cal. Oct. 28, 2011) (citing *Berry v. U.S. Trustee (In re Sustaita)*, 438 B.R. 198, 213 (B.A.P. 9th Cir. 2010)). Disgorgement pursuant to § 329(b) is a civil remedy with no additional procedural protections.

Under § 329(b), the Court may order any person or entity who holds the attorney’s fees to disgorge those fees. There is nothing in the statute limiting disgorgement to the attorney of record or his law firm. As such, Critique Services L.L.C., the entity whose agents collected and held Meriwether’s fees, may be ordered to disgorge those fees.

Before disgorgement may be ordered, there must first be a determination that the fees are excessive. *Schroeder v. Rouse (In re Redding)*, 247 B.R. at 478. In determining whether fees are excessive, “a court should compare the

amount of compensation that the attorney received to the reasonable value of the services rendered.” *Brown v. Luker (In re Zepecki)*, 258 B.R. at 725 (citing *Schroeder v. Rouse (In re Redding)*, 247 B.R. at 478). The attorney bears the burden of proving that his compensation is consistent with the reasonable value of his services. An attorney may not hide behind the excuse that his non-attorney staff rendered poor or improper services, regardless of whether he specifically directed his staff to practice law without a license or to commit improprieties, or whether he just incompetently managed his staff.

B. Analysis

The evidence establishes that the reasonable value of Meriwether’s services in each of the Cases is \$0.¹¹ The attorney’s fees were collected before any attorney, much less Meriwether, provided any legal counsel whatsoever. When Meriwether finally got around to meeting with the Debtors, his “legal services” were the equivalent of drive-by lawyering. His utter lack of substantive involvement with his clients was followed by inexcusable, lengthy, prejudicial delays in filing their Cases. Meriwether ignored his clients’ telephone calls and in-office visits, and was indifferent to the consequences of his failure to render timely services—consequences that included garnishments, the loss of time from work, and the lifestyle of having to babysit their attorney. He failed to show up at § 341 meetings. He allowed Mayweather—a non-attorney long-time cohort of Diltz in the unauthorized practice of law—to commit the unauthorized practice of law while he remained uninvolved with his own clients. He allowed Dellamano to show up, unannounced, at the § 341 meetings of his clients. In doing so, he placed his clients in the position of having to choose to allow Dellamano—who was not their attorney and had never met them before—to represent them or to go unrepresented at their § 341 meetings.

¹¹ The Court chooses to assign zero-value because this dovetails with § 329(b)’s “excess” requirement. However, an alternate holding would be that the Respondents failed to adequately represent the Debtor, thereby failing to earn the \$495.00. *In re Bost*, 341 B.R. 666, 689 (Bankr. E.D. Ark. 2006)(ordering disgorgement because the attorney had not adequately represented his clients and has not earned the fees they paid him).

It would be almost flattering to describe Meriwether's treatment of the Debtors as mere client abandonment. Meriwether's conduct is much worse. He didn't abandon his clients after agreeing, in good faith, to represent them; Meriwether never acted in good faith in accepting the representation. It is clear that, at the time that the Debtors paid for his services, Meriwether intended one thing: to have the Critique Services L.L.C. collect the fees, then for the non-attorney staff persons there to do his "lawyering" for him. He never intended to provide the legal services for which he was retained.

IV. CONCLUSION


Accordingly, the Court **ORDERS** that the Motions to Disgorge be **GRANTED** as set forth herein, and that Meriwether and Critique Services L.L.C. disgorge to the Debtors the attorney's fees as follows:

- The *White* Debtor: \$349.00 in attorney's fees;
- The *Martin* Debtors: \$549.00 (\$349.00 in attorney's fees and \$200.00 in attorney's "late" fees);
- The *Adams* Debtor: \$299.00 (in attorney's fees); and
- The *Miller* Debtor: \$349.00 (in attorney's fees)

The Court is directing that Meriwether and Critique Services L.L.C. both be required to disgorge the fees paid by the Debtors. Meriwether was responsible for the fees, since they were collected for his clients, but Critique Services L.L.C., through its non-attorney staff persons, collected and handled the fees. The Court is statutorily permitted to direct disgorgement from whomever has the fees, even if that person or entity is not the attorney himself. Moreover, as the Bankruptcy Appellate Panel for the Eighth Circuit Court of Appeals has explained: § 329(b) "allows the court sua sponte to regulate attorneys and other people who seem to have charged debtors excessive fees." (*Brown v. Luker*) *In re Zepecki*, 258 B.R. 719, 725 (B.A.P. 8th Cir. 2001). While Meriwether may technically be the attorney who "charged" the "attorney's fees," the notion that Meriwether really had anything to do with the "charging" the fees is a complete joke. Meriwether is a stooge for Diltz's business. It was really the Critique Services Business, as operated through Critique Services L.L.C., that charged and collected the fees.

In addition, at the January 12 hearing, the Court ordered that certain other amounts, beyond the merely the attorney's fees, be paid by Meriwether and Critique Services L.L.C. to certain of the Debtors. Out of an abundance of caution, the Court declines to order those amounts to be paid pursuant to this Order. Instead, the Court will allow Meriwether and Critique Services L.L.C. the opportunity to show cause why the Court should not impose sanctions, pursuant to § 105(a) and the Court's authority to discipline, payable either to the Court or to the Debtors, to hold Meriwether and Critique Services L.L.C. accountable for their activities in these Cases, including for the abuse of the bankruptcy system and the defrauding of these Debtors with false promises of legal services that they never intended to provide. Meriwether and Critique Services L.L.C. each have until **4:00 P.M. on Monday, February 29, 2016**, to file any response.

DATED: February 18, 2016
St. Louis, Missouri 63102
mtc


CHARLES E. RENDLEN, III
U.S. Bankruptcy Judge

COPIES TO:

(1) By email to all parties and person receiving service through the Court's CM-ECF system; and

(2) By first-Class U.S. Mail to:

Keisha Renita White
2012 Runningridge Ct Apt E
Maryland Heights, MO 63043

William Henry Martin, III
6229 Greer
St. Louis, MO 63121

Lanisha Desha Martin

6229 Greer
St. Louis, MO 63121

Lois Ann Adams

127 Becker
St. Louis, MO 63135

Elainna Doray Hudson

709 Pemberton Pl
Saint Louis, MO 63135
Juan Devon Miller

Juan Devon Miller

3302 Meramec
St. Louis, MO 63118

E. Rebecca Case

7733 Forsyth Blvd.
Suite 500
Saint Louis, MO 63105

Fredrich J. Cruse

The Cruse Law Firm PC
PO Box 914
Hannibal, MO 63401

Kristin J Conwell

Conwell Law Firm LLC
PO Box 56550
St. Louis, MO 63156

and

(3) by overnight service to:

Critique Services L.L.C.
3919 Washington Blvd.
St. Louis MO 63108

Dean D. Meriwether
Critique Services
3919 Washington Blvd.
St. Louis MO 63108

Attachment 153

Order Directing Disgorgement of Fees, entered in *In re Broom*

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In Re:)
)
Melesia Lynn Broom,) Case No.15-48463-399
) Chapter 7
)
Debtor.)

**ORDER DIRECTING DEAN D. MERIWETHER TO
PAY TO MELESIA LYNN BROOM THE AMOUNT OF \$349**

On February 16, 2016, Melesia Lynn Broom filed her *Motion to Disgorge Attorney Fees*. The same day, this Court entered a *Scheduling Order*, scheduling an evidentiary hearing for February 29, 2016 on the *Motion to Disgorge Attorney Fees*. Melesia Lynn Broom appeared at the February 29, 2016 hearing. Dean D. Meriwether did not appear. Upon careful consideration and for the reasons set forth on the record on February 29, 2016, it is hereby

ORDERED that the *Motion to Disgorge Attorney Fees* is **GRANTED** in that Dean D. Meriwether shall pay to Melesia Lynn Broom the amount of \$349, representing attorney's fees paid by Melesia Lynn Broom. All other relief requested in the *Motion to Disgorge Attorney Fees* is denied.

DATED: February 29, 2016
St. Louis, Missouri


Barry S. Schermer
United States Bankruptcy Judge

Copy mailed to:

Melesia Lynn Broom
750 Liberty Village Drive
Florissant, MO 63031

Dean D. Meriwether
Law Offices of Dean Meriwether
3919 Washington Avenue
St. Louis, MO 63108

David A. Sosne
Summers Compton Wells LLC
8909 Ladue Rd.
St. Louis, MO 63124
CHAPTER 7 TRUSTEE

U.S. Trustee
Office of US Trustee
111 S Tenth St, Ste 6.353
St. Louis, MO 63102

Attachment 154

Order Directing Disgorgement of Fees, entered in *In re King*

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re)
)
Marvin King,) Case No. 15-48587-399
) Chapter 7
Debtor.)
)

**ORDER DIRECTING DEAN D. MERIWETHER TO
PAY TO MARVIN KING THE AMOUNT OF \$349**

On February 22, 2016, Marvin King filed his *Motion to Refund*. The same day, this Court entered a *Scheduling Order*, scheduling an evidentiary hearing for February 29, 2016 on the *Motion to Refund*. Marvin King appeared at the February 29, 2016 hearing. Dean D. Meriwether did not appear. Upon careful consideration and for the reasons set forth on the record on February 29, 2016, it is hereby

ORDERED that the *Motion to Refund* is **GRANTED** in that Dean D. Meriwether shall pay to Marvin King the amount of \$349, representing attorney's fees paid by Marvin King. All other relief requested in the *Motion to Refund* is denied.

DATED: February 29, 2016

St. Louis, Missouri



Barry S. Schermer
United States Bankruptcy Judge

Copy mailed to:

Marvin King
4607 Enright
St. Louis, MO 63108

Dean D. Meriwether
Law Offices of Dean Meriwether
3919 Washington Avenue
St. Louis, MO 63108

Trustee
E. Rebecca Case
7733 Forsyth Blvd.
Suite 500
Saint Louis, MO 63105

U.S. Trustee
Office of US Trustee
111 S Tenth St, Ste 6.353
St. Louis, MO 63102

Attachment 155

Missouri Supreme Court's Order Suspending Meriwether



Supreme Court of Missouri
en banc

March 1, 2016

In re: Dean D. Meriwether,)
)
Respondent.) Supreme Court No. SC95448
) MBE # 48336

ORDER

The Chief Disciplinary Counsel having filed an information and motion for reciprocal discipline pursuant to Rule 5.20 advising this Court of its finding, after investigation, that Respondent, Dean D. Meriwether, was suspended from the practice of law by the United States Bankruptcy Court for the Eastern District of Missouri pursuant to the order of that Court dated December 7, 2015, through March 7, 2016, in In re: Leander Young, Debtor, Case No. 15-44343-705;

Said discipline was the result of conduct that violated Rules 4-1.1, 4-1.3, 4-1.4, 4-1.5, 4-5.5(a), and 4-8.4(d) of the Missouri Rules of Professional Conduct; and

On December 28, 2015, this Court issued a show cause order to Respondent, and Respondent filed a response to the same;

The Court finds that Respondent has violated the Rules of Professional Conduct and should be disciplined;

Now, therefore, it is ordered by the Court that the motion for discipline is sustained and that Respondent, Dean D. Meriwether, is suspended from the practice of law in this state and that no application for reinstatement shall be entertained by this Court for a period of one year from the date of this order.

It is further ordered that the Respondent, Dean D. Meriwether, comply in all respects with Rule 5.27 – Procedure Following a Disbarment or Suspension Order.

Costs taxed to Respondent.

Day - to - Day

A handwritten signature in cursive script, reading "Patricia Breckenridge".

Patricia Breckenridge
Chief Justice

STATE OF MISSOURI – SCT.:

I, BILL L. THOMPSON, Clerk of the Supreme Court of Missouri, do hereby certify that the foregoing is a true copy of the order of said court, entered on the 1st day of March, 2016, as fully as the same appears of record in my office.

IN TESTIMONY WHEREOF, *I have hereunto set my hand and affixed the seal of said*

Supreme Court. Done at office in the City of Jefferson, State aforesaid,

this 1st day of March, 2016.



Bill L. Thompson, Clerk

Cynthia Z. Tucker, Deputy Clerk

Attachment 156

Missouri Supreme Court's Order Suspending Coyle



Supreme Court of Missouri

en banc

March 1, 2016

ORDER

Pursuant to Supreme Court Rule 15.06(f), the names attached hereto are suspended as shown on the roll of attorneys maintained by the Clerk of this Court.

Day - to - Day

A handwritten signature in black ink, appearing to read "Patricia Breckenridge", written over a horizontal line.

Patricia Breckenridge
Chief Justice

	A	B
1	Bar Number	Name
2	50905	Lisa Nicole Adams
3	47184	Ray Eugene Alexander
4	60167	Robert Allen Almony, III
5	63443	Hunter Christian Altvater
6	65749	Johnny Lee Antwiler, II
7	64698	Andrew Gant Appleton
8	49102	Christopher Farrell Arbuckle
9	59167	Tiffany Uylanda Austin
10	56738	Rebekah Christian Bahn
11	31812	Lee Edwin Bailey
12	24579	Hon. Evelyn M. Baker
13	60427	Steven Charles Balsarotti
14	61627	Melissa Catherine Bancroft
15	40290	Howard J. Barewin
16	53356	Joshua Norman Barker
17	65490	Stephen Keith Barnes
18	35888	Talat Mahammad Bashir
19	39979	Douglas J. Bates
20	64720	Joseph Benjamin Bazzell
21	51266	Kathleen Reilly Becker
22	41540	David Henry Behnen, Jr.
23	39485	Teresa J. Bell
24	60653	Henry James Bennett, Jr.
25	61275	Michael Bergfeld
26	47518	Mark Randlett Bernstein
27	49994	Michael Alexander Bert
28	47193	Mary Jo Bertani
29	63710	Kevin Clayton Bever
30	65085	Kimberlee De Biase
31	42765	Timothy Charles Bickham
32	38622	Charles H. Binger
33	32825	Roger D. Binyon
34	34311	Rita Byrne Bleser
35	59137	Ron Bodinson
36	40913	Eldon L. Boisseau
37	25603	Mirko Bolanovich, III
38	54066	Andrew Michael Bond
39	58596	Olivia Nicole Bono
40	24950	Susan M. Bourque
41	29683	Philip Joseph Boyce

	A	B
42	62661	Casey Jerald Brandt
43	28101	Lewis Z. Bridges
44	56021	Kevin Mark Bright
45	57098	Misty Michele Brodigan
46	64646	Julie Brower
47	40970	Constance Rhee Brown
48	53436	David Brian Brown
49	51338	Ms. Lisa Ann Brunner
50	52535	Kevin William Buckley
51	39618	Maureen Lynch Burke
52	43040	Patrick Steven Butler
53	25947	George T. Byrnes
54	62780	Casey Jane Cabela
55	51717	Tracey Callahan
56	60201	David Allen Calloway
57	58145	Donald Calloway, Jr.
58	57116	Olga G. Camp
59	55264	Veralene Campfield
60	47943	Anthony Joseph Campiti
61	63746	Andrew William Cantwell
62	54882	Leecia Dawn Carnes
63	55652	Shannon Lee Cashion
64	64772	Tiffany Danielle Chadwick
65	64778	Amber Jean Cheek
66	51587	Mr. Jeffrey Michael Clark
67	33782	Tod A. Clarno
68	48619	Ms. Mary Ann Clifford
69	50505	Ellen Beth Cohen
70	45195	Michael David Collins
71	57167	Thomas Marlon Collins
72	62811	Nicole Michelle Comeaux
73	39381	Patrick James Concannon
74	38394	Meagan Conway-Silver
75	61027	Craig Michael Cooper
76	59303	Jessica Ann Cooper
77	17784	Thomas J. Cox
78	46300	Teresa Marie Coyle
79	27700	Kathleen Alice Creanza
80	44434	James Robert Criscione
81	41475	Darren Edward Daley
82	58081	Mary Ruth Daniel

Attachment 157

Complaint, filed in *Casamatta v. Critique Services L.L.C., et al.*

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:)	
)	
DAMON T. DORRIS,	)	Case No. 16-40251
	)	Chapter 13
Debtor.	)	Judge Kathy A. Surratt-States
<hr/>		
DANIEL J. CASAMATTA,)	
ACTING UNITED STATES TRUSTEE,)	
Plaintiff,)	
)	
v.	)	Adv. Case No.
)	
CRITIQUE SERVICES, L.L.C.,)	
Defendant,)	
)	
and)	
)	
BEVERLY HOLMES DILTZ,)	
Defendant,)	
)	
and)	
)	
RENEE MAYWEATHER,)	
Defendant.)	

COMPLAINT

Plaintiff Daniel J. Casamatta, Acting United States Trustee for the Western District of Missouri ("**Plaintiff**" or "**United States Trustee**"), by and through counsel, states and alleges the following upon information and belief:

Jurisdiction and Venue

1. This is an adversary proceeding in which Plaintiff is seeking injunctive and compensatory relief against Critique Services, L.L.C. ("Critique"), Beverly Holmes Diltz ("Diltz"), and Renee Mayweather ("Mayweather"), all of whom acted in concert and as a Debt Relief

Agency with respect to Damon T. Dorris ("Debtor").

2. The Court has jurisdiction of this adversary proceeding pursuant to 28 U.S.C. § 1334(b) and a general order of reference from the United States District Court for the Eastern District of Missouri.
3. This is a core proceeding under 28 U.S.C. § 157(b)(2).
4. Additionally, the Court has jurisdiction as each of the Defendants is a party to a July 31, 2007 Settlement Agreement and Court Order entered by this Court at Docket #84 in the case of *Gargula v. Diltz, et. al.*, Case No. 05-4254 (the "2007 Consent Order"), in which each of the Defendants consented to this Court's jurisdiction over them to enforce the terms of that Order.
5. Venue is proper pursuant to 28 U.S.C. § 1409(a).

Parties

6. Plaintiff is the duly appointed Acting United States Trustee for Region 13, which includes the Eastern District of Missouri, pursuant to 28 U.S.C. § 586(a).
7. Plaintiff has standing and files this complaint in his official capacity pursuant to 28 U.S.C. § 586(a); 11 U.S.C. § 307 and the specific provisions of 11 U.S.C. §§ 526(c)(5) and as a successor party to the 2007 Consent Order.
8. The Debtor is an "Assisted Person" as that term is defined at 11 U.S.C. § 101(3).
9. The Defendants each, or in concert with each other, purported to render bankruptcy services to the Debtor in connection with the filing of a bankruptcy case and received payment for doing so, and accordingly, each of the Defendants is a "Debt Relief Agency" or a person in control of a "Debt Relief Agency", as that term is defined at 11 U.S.C. § 101(12A).

Procedural History

10. The Debtor commenced this bankruptcy case by the filing of a petition under the provisions of Chapter 13 of Title 11 of the United States Code on January 13, 2016.
11. Prior to commencing this bankruptcy case, the Debtor retained the services of Critique beginning on or about August 26, 2015, to assist him in filing a bankruptcy petition.

Factual Allegations Common to All Counts

12. On or about August 26, 2015, the Debtor met with staff of Critique or staff affiliated with or acting in concert with Critique at Critique's offices at 3919 Washington Street in St. Louis, Missouri.
13. During the Debtor's visit to Critique's offices on August 26th, the Debtor was provided a packet that requested the financial information necessary for commencing a bankruptcy case, which was provided by a receptionist at the front desk.
14. When the Debtor finished completing the paperwork on August 26th, he was directed to meet with a gentleman who introduced himself as "Dean Meriwether" and represented that he was a bankruptcy attorney.
15. The gentleman the Debtor met with on August 26th who purported to be "Dean Meriwether" was a short Caucasian gentleman who wore designer sunglasses.
16. The Debtor paid Critique \$349.00 on August 26, 2015, and was provided a receipt for payment of the attorney fees before he was permitted to meet with the gentleman representing he was Mr. Meriwether. The gentleman interviewed the Debtor about the information in his packet and advised the Debtor that he could and should file a Chapter 7 bankruptcy case.

17. The person who introduced himself as “Dean Meriwether” at the offices of Critique on August 26th and met with the Debtor was not, in fact, Dean Meriwether.
18. During the meeting on August 26th, the Debtor was directed to sign a fee agreement with Critique but was not provided a copy of the agreement.
19. On September 28, 2015, the Debtor again visited the offices of Critique at 3919 Washington Street to drop off additional documents needed for the bankruptcy filing. During this visit the Debtor met with Renee Mayweather. Ms. Mayweather went through the paystubs and directed the Debtor to return again with additional documents.
20. Ms. Mayweather also collected \$335 in cash for “Court Fees” for which the Debtor was provided a receipt.
21. The Debtor returned to the Critique offices at 3919 Washington Street on October 13, 2015, to complete the bankruptcy filing and to sign the petition and schedules.
22. During this meeting on October 13th, the Debtor was introduced to a taller white gentleman who also introduced himself as Dean Meriwether.
23. The gentleman the Debtor met with on October 13th was, in fact, the real Dean Meriwether.
24. The meeting with Mr. Meriwether on October 13th lasted just three to five minutes. Mr. Meriwether confirmed the Debtor’s intention to file for Chapter 7, witnessed the Debtor sign the bankruptcy petition and schedules, and then directed the Debtor out of his office. This was the only time the Debtor met with Mr. Meriwether.
25. Following the October 13th meeting at which the Debtor signed his petition and schedules, the Debtor was informed by Renee Mayweather and other Critique staff that his case would be filed in 10-12 days and he would be contacted with his case number.

26. However, despite numerous phone calls and visits to Critique's offices, neither Critique nor the attorney or staff affiliated or acting in concert with Critique filed the Debtor's bankruptcy case.
27. On December 8, 2015, the Debtor filed a complaint against Critique with the Better Business Bureau.
28. On December 10, 2015 the Debtor learned that Mr. Meriwether had been suspended from the practice of law before this Court from public sources. Neither Critique nor Mr. Meriwether informed the Debtor that Dean Meriwether had been suspended.
29. The Debtor ultimately retained attorney Wesley Gotschall to represent him in connection with this case.
30. Mr. Gotschall and his firm indicated that the Debtor likely did not qualify for Chapter 7 because he was above the median income level and may have disposable income.
31. On December 21, 2015, the Debtor returned to the Critique offices to inquire about his prior refund requests. The Debtor met with Renee Mayweather who informed him he would have to fill out a new refund request and it would now take 10-12 days to process the refund. Defendant Mayweather also disputed the amounts Debtor had paid to Critique and that could be refunded, despite the fact the Debtor had receipts.
32. On January 13, 2016, the date the Debtor commenced this Chapter 13 case, he again went back to Critique's offices to inquire about obtaining a refund. The Debtor was again directed to fill out a new refund form. The Debtor was asked if he wanted another Critique lawyer to still file the case.
33. On January 20, 2016, the Debtor again attempted to obtain a refund. Once again he met with Renee Mayweather, who informed the Debtor refund would be processed by

February 3rd.

34. On February 3, 2016, the Debtor again returned to the Critique offices at 3919 Washington. He was provided a cash refund of the \$335 filing fee, but was told he could not receive a refund of the \$349 attorney fees because Critique had moved the file to a new attorney, and that attorney could file the case, even though the Debtor had already filed his bankruptcy case.
35. The Debtor did not consent to have his file transferred to another attorney working with Critique.
36. During the visit on February 3rd, the Debtor noticed that there were people waiting in the downstairs waiting area. In the Debtor's experience, the downstairs waiting area is used to intake new Critique bankruptcy clients.
37. On February 8, 2016, following the meeting of creditors in this case, the Debtor again spoke with Renee Mayweather concerning the refund of the remaining fees. The Debtor was told that a refund may be made sometime after February 18, 2016, however such fees have still not been refunded.

Count I – Violation of Section 526(a)(1)

38. Paragraphs 1-37 of this complaint are hereby incorporated by reference.
39. The services the Defendants promised to render to the Debtor included the preparation and filing of a Chapter 7 bankruptcy petition.
40. On or about October 13, 2015, the Debtor executed a Chapter 7 petition that was delivered to Defendant Mayweather on behalf of Defendants Critique and Diltz.
41. Defendant Mayweather reassured the Debtor on October 13, 2015, that the petition would be filed within 10-12 days of that date.

42. Defendants failed to file the Chapter 7 bankruptcy petition for the Debtor which they had informed the Debtor they would do in connection with commencing a case under the provision of Title 11 of the United States Code.

43. The Defendants intentionally violated Section 526(a)(1) when they knowingly failed to file the Debtor's bankruptcy petition after it was completed.

44. The Defendants have engaged in a clear and consistent pattern of failing to provide services in similarly situated cases, including the failure to file bankruptcy petitions in connection with commencing a case under Title 11 of the United States Code when contracted to do so in multiple instances over the past year, including in this case.

WHEREFORE, Plaintiff requests the Court's order and judgment finding that the Defendants, severally and jointly violated 11 U.S.C. § 526(a)(1) in or connection with the Bankruptcy Case and imposing the following relief: 1) the entry of a permanent injunction barring the Defendants from committing any future violations of Section 526 of Title 11 of the United States Code as authorized by 11 U.S.C. § 526(c)(5)(A); and the 2) the imposition of an appropriate civil penalty, as authorized by 11 U.S.C. § 526(c)(5)(B); and for whatever other relief the Court deems just and proper under the circumstances.

Count II – Violations of § 526(a)(3)(A)

45. Paragraphs 1-44 of this complaint are hereby incorporated by reference.

46. While rendering services to the Debtor in connection with preparing to commence a case under the provision of Title 11, the Defendants misrepresented to the Debtor on August 26, 2015, that he was meeting with attorney Dean Meriwether, then a member of the bar of this Court, when in fact, as the Defendants then knew, the person with whom they directed the Debtor to meet with on August 26, 2015 was, in fact, not an attorney.

47. While renderings service to the Debtor in connection with preparing to commence a case under the provision of Title 11, the Defendants misrepresented the services they could provide to the Debtor by omission when they failed to inform the Debtor that each Defendant was subject to the 2007 Consent Order which specifically limited and curtailed the bankruptcy services they could provide directly to the Debtor, including that they could assist the Defendant in commencing a bankruptcy case under the provisions of Title 11 of the United States Code. In reality, only the lawyer and the lawyer's staff were permitted to render bankruptcy services directly to the Debtor in connection with commencing a bankruptcy case under the provisions of Title 11 of the United Code.
48. The Defendants made such misrepresentations set forth in paragraphs 46 and 47 of this Complaint knowingly and intentionally.
49. The Defendants have engaged in a clear and consistent pattern or practice of making similar misstatements in similarly situated cases.

WHEREFORE, Plaintiff requests the Court's order and judgment finding that the Defendants, severally and jointly violated 11 U.S.C. § 526(a)(3)(A) in or connection with the Bankruptcy Case and imposing the following relief: 1) the entry of a permanent injunction barring the Defendants from committing any future violations of Section 526 of Title 11 of the United States Code as authorized by 11 U.S.C. § 526(c)(5)(A); and the 2) the imposition of an appropriate civil penalty, as authorized by 11 U.S.C. § 526(c)(5)(B); and for whatever other relief the Court deems just and proper under the circumstances.

Count III – Violation of 11 U.S.C. § 526(a)(3)(B)

50. Paragraphs 1-49 of this Complaint are incorporated by reference.

51. While rendering services to the Debtor in connection with preparing to commence a case under the provision of Title 11, the Defendants misrepresented the risks and benefits of commencing a case under Chapter 7 of Title 11 of the United States Code when they failed to inform the Debtor that he was above the state median household income, and that a Chapter 7 petition would likely be subject to dismissal under the abuse provisions of Section 707(b) of Title 11 of the United States Code.

52. The Defendants' misrepresentation of the risks and benefits of commencing a case under chapter 7 by omission was done knowingly and intentionally.

WHEREFORE, Plaintiff requests the Court's order and judgment finding that the Defendants, severally and jointly violated 11 U.S.C. § 526(a)(3)(B) in or connection with the Bankruptcy Case and imposing the following relief: 1) the entry of a permanent injunction barring the Defendants from committing any future violations of Section 526 of Title 11 of the United States Code as authorized by 11 U.S.C. § 526(c)(5)(A); and the 2) the imposition of an appropriate civil penalty, as authorized by 11 U.S.C. § 526(c)(5)(B); and for whatever other relief the Court deems just and proper under the circumstances.

Count IV – Civil Contempt for Violations of the 2007 Consent Order

53. Paragraphs 1-53 of this Complaint are incorporated by reference.

54. Each Defendant had personal knowledge of, and was personally familiar with, the terms of the 2007 Consent Order.

55. The terms and conditions of the 2007 Consent Order were specific and definite and well understood by each of the Defendants.

56. Defendant Critique knowingly violated Paragraph 5(B), Paragraph 5(C) and Paragraph

5(D) of the 2007 Consent Order by providing services to the Debtor, in the form of providing the Debtor an informational packet and questionnaire, prior to the Defendant having met with an attorney.

57. The Defendants each, acting severally and jointly, knowingly violated Paragraph 5(B), Paragraph 5(C) and Paragraph 5(D) of the 2007 Consent Order by falsely representing to the Debtor that he was meeting with an attorney during his initial bankruptcy consultation on August 26, 2015, when in fact, the Defendants each knew the person that the Debtor was meeting with was not an attorney.

58. The Defendants each, acting severally and jointly, knowingly violated Paragraph 5(H) of the 2007 Consent Order by receiving funds directly from the Debtor in this case.

59. The Defendants each, acting severally and jointly, knowingly violated Paragraph 5(K) of the 2007 Consent Order, by failing to ensure that a bankruptcy case for the Debtor was commenced within thirty days of the signing of the petition by the Debtor.

60. Defendant Mayweather knowingly violated Paragraph 6 of the 2007 consent order by providing services to the Debtor outside the provisions of a written contract with an attorney or business organization whose primary business is the practice of law. Rather, at all times while dealing with the Debtor, Defendant Mayweather was acting as an employee and agent of Defendant Critique and Defendant Diltz.

WHEREFORE, the Plaintiff requests that the Court find each Defendant in civil contempt of Court, and as a remedy for such civil contempt, enter a permanent injunction:

- 1) restraining and enjoining, the Defendants, their successors, officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any of their officers, agents, servants, employees and attorneys from providing

any “bankruptcy assistance”, as that term is defined in 11 U.S.C. § 101(4A) to any “assisted person”, as that term is defined in 11 U.S.C. § 101(3), **including but not limited to:**

- (a) Providing general information or specific legal advice about bankruptcy relief that might be available to the assisted person;
 - (b) Preparing, or assisting in the preparation of, any bankruptcy document or bankruptcy official form; and
 - (c) The referral of any assisted person to any specific attorney for the purpose of advising the assisted person about bankruptcy relief.
- 2) restraining and enjoining, the Defendants, their successors, officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any of their officers, agents, servants, employees and attorneys from receiving any payment from any “assisted person” as that term is defined in 11 U.S.C. § 101(3), for any bankruptcy services, regardless of whether the services are to be rendered by the Defendants their officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any third party.
- 3) restraining and enjoining, the Defendants, their successors, officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any of their officers, agents, servants, employees and attorneys from advertising that they provide bankruptcy services to any “assisted person” as that term is defined in 11 U.S.C. § 101(3); and such further relief as may be just and proper.

Dated: February 26, 2016

Respectfully submitted,

Daniel J. Casamatta
Acting United States Trustee

Paul A. Randolph
Assistant United States Trustee

BY: /s/ Adam E. Miller
Adam E. Miller, E.D. Bar No. 65429MO
Office of the United States Trustee
Charles Evans Whittaker Courthouse
400 East 9th Street, Room 3440
Kansas City, MO 64106
(816) 512-1940
(816) 512-1967 Telecopier
adam.e.miller@usdoj.gov

Attachment 158

Motion for TRO, filed in *Casamatta v. Critique Services L.L.C., et al.*

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:)	
)	
DAMON T. DORRIS,	)	Case No. 16-40251
	)	Chapter 13
Debtor.	)	Judge Kathy A. Surratt-States
<hr/>		
DANIEL J. CASAMATTA,)	
ACTING UNITED STATES TRUSTEE,)	
Plaintiff,)	
)	
v.	)	Adv. Case. No. 16-4025
)	
CRITIQUE SERVICES, L.L.C.,)	
Defendant,)	
)	
and)	
)	
BEVERLY HOLMES DILTZ,)	
Defendant,)	
)	
and)	
)	
RENEE MAYWEATHER,)	
Defendant.)	

**EMERGENCY MOTION FOR THE ENTRY OF A TEMPORARY RESTRAINING
ORDER AND PRELIMINARY INJUNCTION**

Now comes Daniel J. Casamatta, the Acting United States Trustee for Region 13 and Plaintiff in this adversary proceeding, and moves for the entry of a temporary restraining order and preliminary injunction in this matter pursuant to Fed. R. Civ. P. 65, made applicable to these proceedings by Fed. R. Bankr. P. 7065. In support of the motion, the Plaintiff states and alleges the following upon information and belief:

Factual and Procedural Background

Critique Services, L.L.C. (“Critique”) is a Missouri Limited Liability Corporation formed on August 9, 2002. Critique, and its predecessors entities (including Critique Legal Services,

L.L.C.) provide services to prospective individual consumer debtors related to the preparation and filing of bankruptcy petitions in the Eastern District of Missouri. Defendant Beverly Holmes Diltz (“Diltz”) is the sole member of Critique. Defendant Renee Mayweather is an employee and office manager of Critique.¹ Defendant Diltz has admitted she is a convicted felon. Exhibit E at p. 73.

Critique and Diltz are barred from providing bankruptcy services for debtors in the Southern District of Illinois. Critique, Diltz and Mayweather are also subject to a consent judgment entered on July 31, 2007 in Adversary Case Number 05-4254 (the “2007 Consent Judgment” which is attached to this motion as Exhibit “A”). Pursuant to paragraphs three and four of the 2007 Consent Judgment, Critique (necessarily including its officers, agents and employees, including Mayweather) and Diltz are barred from providing bankruptcy related services, including bankruptcy documents preparation services to the general public. Rather, Critique and Diltz may only provide support, marketing and administrative services to one or more bankruptcy attorneys or business organizations (i.e. law firms) lawfully engaged in the practice of law. Critique and Diltz may only provide those services pursuant to a written contract with the attorney or organization, and they are expressly prohibited from preparing bankruptcy related documents and from meeting with prospective bankruptcy debtors.

Additionally, pursuant to paragraph five, subsection B of the 2007 Consent Judgment:

“The attorney or business organization whose primary business is the practice of law business agrees that he/she will meet with all prospective bankruptcy clients before any non-attorney meets with a prospective bankruptcy client to discuss the prospective’s financial and personal

¹ Only those specific facts about Critique’s operations that are relevant to the relief sought in this motion are discussed. In the interests of making a complete record, the Plaintiff has attached a full and complete copy of a recent deposition of Defendant Diltz concerning Critique in another related matter as Exhibit “E” to this motion. That deposition contains a complete and full discussion of Critique’s history and alleged operations. However, by filing the transcript with the Court, the Plaintiff is not endorsing the testimony of Defendant Diltz as truthful because the Plaintiff believes that Defendant’s Diltz’s testimony in several key respects is not credible and is contradicted by other credible evidence in the record.

history and suitability for filing a bankruptcy case under a particular chapter of the United States Bankruptcy Code.”

Further, under paragraph five, subsection H of the 2007 Consent Judgment, the Defendants are prohibited from directly soliciting or receiving monetary payments for bankruptcy related services from the general public. Rather, such payments may only come from the attorney or business organization/law firm which has employed Critique and the Defendants to assist in providing only those limited services permitted by the 2007 Consent Judgment. Finally, paragraph K requires any petition prepared by any attorney or business organization/law firm which utilizes any services provided by Critique to be filed within fourteen days of the petitions’ signature. Finally, pursuant to paragraph six of the 2007 Consent Judgment, Defendant Mayweather “may only engage in providing bankruptcy services to the public as an employee under written contract with an attorney or business organization whose primary business is the practice of law.” Defendant Mayweather is “permanently enjoined from engaging in bankruptcy document preparation services on behalf of Defendant Diltz and [Critique].”

The evidence submitted in support of this motion, including the affidavits and declarations from the Debtor in the underlying bankruptcy case (attached as Exhibit “B”), Lisa Larkin, a paralegal with the Office of the Chief Disciplinary Counsel of the Supreme Court of the State of Missouri (hereinafter referred to as “OCDC” and which affidavit is attached as Exhibit “C”) and from attorney T.J. Mullin (attached as Exhibit “D”) and Defendant’s own admissions at a deposition conducted pursuant to Fed. R. Civ. P. 30 (applicable to these proceedings by Fed. R. Bankr. P. 7030) on July 22, 2015 in a related matter (attached as Exhibit “E”) establish that for some time, and at least since July of 2015, the Defendants, acting in concert, have routinely and systematically violated the relevant provisions of the 2007 Consent Order and the provisions of Section 526 of Title 11 of the United States Code.

Most egregiously, the Defendants have attempted to circumvent the provisions of paragraph five, subsections B, C and D of the 2007 Consent Order by conspiring with individuals, to pose as Dean Meriwether, a now suspended member of the bar of this Court, during the initial consultation with prospective debtor clients. In the underlying bankruptcy case, the Debtor's initial consultation after contacting Critique was provided by a gentleman who represented to the Debtor that he was in fact Dean Meriwether, but whom the Debtor later learned was not. See Exhibit B at para. 7,8 and 12. In fact, the Debtor met with the real Dean Meriwether nearly two months after his first contact with Critique and after his meeting with the imposter.

Further, this is not an isolated instance. As the affidavit of Ms. Larkin establishes, she interviewed several prospective debtors who provided varying descriptions of the Dean Meriwether who provided legal services to them. In one case, the prospective debtors description closely matches that of Mr. Dorris' description of the Dean Meriwether "imposter" with whom he initially met. Exhibit 1 to Exhibit "C" at p.5, para. 19. In another case, the prospective debtors' initial consultation was provided by an African-American gentleman who represented that he too was Dean Meriwether.² *Id.* at p. 3, para. 9. Another prospective debtor provided information to Ms. Larkin that while her consultation was likely provided by the "real" Dean Meriwether, Mr. Meriwether was accompanied by an African American gentleman to whom Mr. Meriwether deferred almost all of the Debtor's questions and Mr. Meriwether acted very strangely during the meeting and refused to directly provide her with answers to her inquiries. *Id.* at p. 3, para. 10. Another prospective debtor provided information that he never met with an attorney prior to completing his bankruptcy paperwork. *Id.* at p.2, para. 3.

² As the Court is no doubt aware, Mr. Meriweather is a tall Caucasian male, a fact this Court can take judicial notice of.

Additionally, the Defendant's routinely violate the 2007 Consent Judgment by receiving payment for bankruptcy services directly from prospective Debtors. Exhibit "B" at para. 7 (\$349 attorney fee was paid to "imposter" Dean Meriwether who was a non-attorney working on behalf of Critique); Exhibit "B" at para. 10 (\$335 in "court fees" were paid in cash to Defendant Mayweather); Exhibit 1 to Exhibit "C" at p.5, para. 19 (payments to Critique are made by prospective Debtors only by case, money order or cashier's check and are typically received by an intake clerk prior to the meeting with any purported attorney). Even Defendant Diltz admitted under oath that the Defendants routinely violated this provision of the 2007 Consent Decree. Exhibit "E" at 46-48.³

Critique, and its associated attorneys, routinely violate paragraph five, subsection K of the 2007 Consent Order by delaying the filing of completed petitions well beyond the fourteen (14) day period without any clear benefit to the prospective debtor. Many of these violations occurred even well before the suspensions of Attorneys Meriwether and Robert Dellamano. In the underlying bankruptcy case, the Debtor executed his petition and schedules on October 13, 2015, yet his case was never filed by Critique or its associated attorneys. Exhibit "B" at para. 13-20. The Debtor ultimately had to retain new counsel at his own expense. *Id.* at para. 21. Many of the prospective debtors who retained Critique and its associated attorneys and were interviewed by Ms. Larkin reported similar delays in the filing and processing of their cases. Exhibit 1 to Exhibit "C" at p. 2-6. Prospective debtors often did not see action on the case files by Critique and its associated attorneys (when those attorneys were in fact licensed to practice

³ In the interest of full disclosure, the Movant notes that Defendant Diltz admitted only to Critique receiving credit and debit card payments from the Debtors, which, according to Defendant Diltz, was then "credited" against the attorney's outstanding bill with Critique. Defendant Diltz denied that Critique ever received or processed cash payments from Debtors. Exhibit E at 76. However, it is clear that Defendant Diltz's testimony is contradicted by other credible evidence in the record. Further, even if Diltz's testimony is credible, her testimony is admission that Critique violated the 2007 Consent Decree by directly processing payments from a prospective Debtor. See Exhibit "A" at para. 5(H).

law in this Court) until they complained to either the Better Business Bureau or to other government or law enforcement agencies or investigated their complaints. *Id.* Delays in processing the files of prospective debtors were rampant.

Finally, a recent investigative report by a local television news station demonstrates that the Defendants are continuing to offer services in violation of the 2007 Consent Order and the various provisions of applicable law.⁴ As the Court is no doubt aware, an undercover reporter posing as a prospective debtor visited the offices of Critique at 3919 Washington Street in St. Louis and spoke to Defendant Mayweather. The video shows Defendant Mayweather offering to provide bankruptcy services to the undercover reporter on behalf of Critique.

Applicable Law

“A temporary restraining order is an emergency remedy which should only be issued in exceptional circumstances.” *Zidon v. Pickrell*, 338 F.Supp.2d 1093, 1095 (D. N.D. 2004). The relevant standard for issuing a temporary restraining order is set forth in Fed. R. Civ. P. 65(b)(1), made applicable to this hearing by Fed. R. Bankr. P. 7065. Under Rule 65(b)(1), the movant must show by affidavit or verified complaint that there is likely to be irreparable harm before a hearing can be held and what efforts the movant has undertaken to provide notice and the reasons why notice should not be required or a hearing cannot be held.

In considering a request for a preliminary injunction, courts in the Eighth Circuit apply the traditional four factor test requiring the Plaintiff to establish “(1) the threat of irreparable harm to the Plaintiff; (2) the state of balance between this harm and the injury that granting the injunction will inflict on other parties litigant; (3) the probability that Plaintiff will succeed on the merits; and (4) the public interest.” *Dataphase Systems, Inc. v. CL Systems, Inc.*, 640 F.2d

⁴ This Court can take judicial notice of the existence news report and accompanying undercover video because the report and video are sources that cannot be reasonably questioned. *See* Fed. R. Evid. 201(b)(2).

109, 114 (8th Cir. 1981)(en banc). It is well settled that proceedings for a temporary restraining order and preliminary injunction are summary in nature and the court may consider evidence offered by affidavit. *Movie Systems, Inc. v. MAD Minneapolis Audio Distributors*, 717 F.2d 427, 432 (8th Cir. 1983) (quoting *Wounded Knee Legal Defense Fund/Offense Committee v. Fed. Bureau of Investigation*, 507 F.2d 1281, 1286-87 (8th Cir. 1974)); *see also* Fed. R. Civ. P. 43(c), *made applicable to this proceeding by* Fed. R. Bankr. P. 9017. Every circuit to consider the question has permitted the introduction of hearsay and other inadmissible evidence through a supporting affidavit in support of a request for provisional relief under Rule 65. *Mullins v. City of New York*, 626 F.3d 47, 52 (2nd Cir. 2010); *see also* *Kos Pharm., Inc. v. Andrx Corp.*, 369 F.3d 700, 718 (3rd Cir. 2004); *Ty, Inc. v. GMA Access., Inc.*, 132 F.3d 1167, 1170-71 (7th Cir. 1997); *Sierra Club v. FDIC*, 992 F.2d 545, 551 (5th Cir. 1993); *Asseo v. Pan Am. Grain Co.*, 805 F.2d 23, 26 (1st Cir. 1986); *Flynt Distrib. Co. v. Harvey*, 724 F.2d 1389, 1394 (9th Cir. 1984).

Argument

I. An Ex Parte Temporary Restraining Order is Necessary in this Case

A. The Public will be Irreparably Harmed

The evidentiary record presented with this motion establishes that cause clearly exists for the entry of an ex parte temporary restraining order in this case. The Defendants actions have caused significant harm to many prospective debtors seeking bankruptcy relief in this district. Absent a restraining order, the Defendants will continue to cause harm to the public.

The record overwhelming establishes that the harm to the public from the Defendant's actions is clear, real and immediate. Many of the debtors who were interviewed by Ms. Larkin in connection with OCDC investigation into Critique noted that the failure of the Defendant's and their agents and affiliates to deliver the promised bankruptcy services has caused real harm.

One prospective debtor noted that her utilities were turned off as a result of the Defendant's actions. A number of other prospective debtors indicated that creditors continue to garnish their wages because the prospective debtors were unable to take advantage of the automatic stay, causing the debtors real and immediate financial harm.

Further the evidence indicates that absent immediate relief, the Defendants will continue to take fees from prospective debtor clients in clear violation of prior orders of this Court unless, and until, they are restrained from providing any bankruptcy services. The record establishes that the Defendants and their employees and agents routinely received and processed cash payments from prospective debtors in violation of a prior court order. Many of the debtors interviewed by Ms. Larkin indicated that refunds are not timely provided, even where the Defendants are wholly unable to render services to the client or the client clearly terminates their services. The declaration provided by the Debtor in the underlying bankruptcy case likewise establishes that the Defendants often fail to timely refund unearned fees. It would appear the Defendants lack the financial resources to pay a monetary judgment if in fact this Court were to order the disgorgement of all fees improperly received by Critique during the pendency of this action. Accordingly, immediate injunctive relief is necessary to prevent an irreparable harm to the public at large.

B. Notice Should Not Be Required Because of the Urgency of the Filing

While the Plaintiff is serving this motion on known counsel for Defendants Critique and Diltz, and on Defendant Mayweather personally, advanced notice was impractical under the facts of the case. The Plaintiff just received a completed declaration from the Debtor in past 24 hours, and undersigned counsel for the Plaintiff has been travelling out of state and did not return to his Missouri office until after 1:30 p.m. on the date of filing.

Further, the Plaintiff has contacted the clerk of the court to determine when the Court would be available to take up this motion on either a temporary restraining order or preliminary injunction basis. Due to scheduling conflicts between the Court and undersigned counsel, it appears a hearing cannot be set in this matter until the morning of March 10, 2016, at which counsel could attend in person. Undersigned counsel is unavailable because of prior commitments on the next three dates on which the Court is available. For example, undersigned counsel is scheduled to appear on numerous matters before the Honorable Cynthia A. Norton, United States Bankruptcy Judge for the Western District of Missouri during the morning and afternoon of Tuesday, March 1. On Monday, March 7 and Tuesday, March 8, undersigned counsel will be attending meetings on behalf of his client in Washington, D.C.. Accordingly, because the harm from the Defendant's continued operations is immediate and real, and the fact the Court cannot hold a hearing at which counsel for the Plaintiff is available in person prior to March 10th, the strict requirements of Rule 65(b)(1) are met under the unique and extraordinary facts of this case.

II. Each of the Dataphase Factors Weigh Heavily in Favor of the Entry of Preliminary Injunction

A. There is a Threat of Irreparable Harm that is Concrete

For the reasons set forth in support of his request for a Temporary Restraining Order, the Plaintiff submits that the threat of irreparable harm in this case is well established by the factual record. The Defendants have shown a reckless disregard for prior orders of this Court, and have actually harmed their debtor clients in numerous ways set forth in the record, including by allowing their utilities to be shut off, by failing to stop garnishments by timely filing for bankruptcy relief and by refusing to refuse payments where little or no services have been rendered.

B. The Plaintiff Has Shown a Likelihood of Success on the Merits

In this case, the evidence in the record establishes that it is substantially likely that the Plaintiff will succeed on the merits of the underlying complaint, and that the Plaintiff will be entitled to the entry of permanent injunctive relief pursuant to 11 U.S.C. § 526(c)(5). At the outset, the Plaintiff notes that the preliminary injunction sought in this case bars the Defendants from engaging in conduct from which they are already barred under the 2007 Consent Order, and applicable provisions of bankruptcy law.

Further, it is clear, based on the Debtor's declaration in this case, and Ms. Larkin's investigation of the Defendants' conduct, that the Defendants are wholly misrepresenting to prospective debtors the services which Critique and the Defendants can provide, which is a violation of Section 526(a)(3)(A). Further the Defendants have actually misrepresented the fact that certain persons with whom the prospective debtors meet are licensed attorneys. Finally, the record establishes that the Defendants have violated Section 526(a)(1) by failing to render the very bankruptcy services that they have promised to render.

Additionally, the record is clear that the Defendants have engaged in systemic and numerous violations of the 2007 Consent Decree. Defendant Diltz has admitted that the Defendants have received at least some direct payments from prospective debtor clients, and the declaration of the Debtor and the affidavit of Ms. Larkin also establish that the Defendants have received such payments. Further, the Defendants have violated numerous other provisions of the 2007 Consent Decree by falsely representing to prospective debtor clients that persons with whom the clients meet are attorneys when they are not, and by failing to ensure that the initial consultation is provided by an attorney licensed to practice in this Court.

Accordingly, the Plaintiff has established a significant likelihood of success on the merits his underlying Complaint.

C. The Balance of Equities Favors the Granting of Relief

The balance of the equities in this case clearly favors the granting of relief. Because the Defendants are already enjoined from engaging in much of the conduct sought by this injunction, any legally protected interest they may have in providing bankruptcy services is minimal. Given the Defendants' conduct and their reckless disregard of the law and the 2007 Consent Decree, that Defendant Diltz is a convicted felon, and the real harm experienced by prospective and current debtor clients of Critique and its affiliated attorneys, preliminary injunctive relief is clearly appropriate.

D. Consideration of the Public Interest

The Plaintiff seeks this injunction precisely to protect the public interest. The Plaintiff, an official of the Department of Justice charged with ensuring the integrity of the bankruptcy system, seeks to enjoin and restrain the Defendants from engaging in improper and unlawful conduct in the solicitation and preparation (or lack thereof) of bankruptcy case. The record establishes that this is a case where preliminary injunctive relief is appropriate to protect members of the public from the fraudulent and deceitful practices of the Defendants.

Further, contrary to the public statements made by Critique referenced in Exhibit 1 to Exhibit D, restraining and enjoining the Defendants on a preliminary basis will enhance the access of potential debtors to bankruptcy relief by encouraging them to retain competent counsel that will provide bankruptcy assistance in a manner consistent with provisions of Sections 526 and 707(b)(4) of the Bankruptcy Code. The evidentiary record clearly establishes that services

rendered by the Defendants actually hinder the ability of prospective bankruptcy debtors to obtain meaningful bankruptcy relief under the appropriate circumstances.

Accordingly, the public interest is served by the entry of preliminary injunctive relief in this matter.

WHEREFORE, the Plaintiff prays for the entry of an ex parte Temporary Restraining Order, and following a hearing within fourteen (14) days of the entry of any restraining order, prays for the entry of a preliminary injunction:

- 1) restraining and enjoining, the Defendants, their successors, officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any of their officers, agents, servants, employees and attorneys from providing any “bankruptcy assistance”, as that term is defined in 11 U.S.C. § 101(4A) to any “assisted person”, as that term is defined in 11 U.S.C. § 101(3), **including but not limited to**:
 - (a) Providing general information or specific legal advice about bankruptcy relief that might be available to the assisted person;
 - (b) Preparing, or assisting in the preparation of, any bankruptcy document or bankruptcy official form; and
 - (c) The referral of any assisted person to any specific attorney for the purpose of advising the assisted person about bankruptcy relief.
- 2) restraining and enjoining, the Defendants, their successors, officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any of their officers, agents, servants, employees and attorneys from receiving any payment from any “assisted person” as that term is defined in 11 U.S.C. § 101(3), for any bankruptcy services, regardless of whether the services are to be rendered by the

Defendants their officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any third party.

- 3) restraining and enjoining, the Defendants, their successors, officers, agents, servants, employees and attorneys and other persons who are in active concert or participation with the Defendant or any of their officers, agents, servants, employees and attorneys from advertising that they provide bankruptcy services to any “assisted person” as that term is defined in 11 U.S.C. § 101(3).

Dated: February 26, 2016

Respectfully submitted,

Daniel J. Casamatta
Acting United States Trustee

Paul A. Randolph
Assistant United States Trustee

BY: /s/ Adam E. Miller
Adam E. Miller, E.D. Bar No. 65429MO
Office of the United States Trustee
Charles Evans Whittaker Courthouse
400 East 9th Street, Room 3440
Kansas City, MO 64106
(816) 512-1940
(816) 512-1967 Telecopier
adam.e.miller@usdoj.gov

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served, and notice of the same was provided to:

- 1) Critique Services, LLC and Beverly Holmes Diltz were served by providing a copy of the complaint and the foregoing motion to their known counsel of record, Laurence D. Mass, Esq., by mail to 230 South Bemiston, Ste. 1200 Clayton, MO 63105 and by electronic mail to laurencedmass@att.net on this 26th day of February, 2016.

2) Renee Mayweather, was served by Federal Express overnight package to be sent on Monday, February 29, 2016 to arrive on Tuesday, March 1, 2016, directed to 1131 Nancy Dr., O'Fallon, IL 62269 which upon information and belief is Mayweather's last known address.

/s Adam E. Miller
Counsel to Plaintiff/Movant

Attachment 159

Transcript of March 10, 2016 hearing
in *Casamatta v. Critique Services L.L.C., et al.*

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
ST. LOUIS DIVISION**

IN RE:	)	Case No. 16-40251
	)	Chapter 13
DAMON T. DORRIS,)	
)	
Debtor.)	
<hr/>		
DANIEL J. CASAMATTA,	)	Adversary No. 16-04025
)	
Plaintiff,)	
)	
versus	)	Thomas F. Eagleton Courthouse
	)	111 South 10th Street
CRITIQUE SERVICES, LLC,	)	St. Louis, Missouri 63102
BEVERLY HOLMES DILTZ, AND)	
RENEE MAYWEATHER,)	
	)	March 10, 2016
Defendants.	)	10:16 a.m.

TRANSCRIPT MOTION FOR PRELIMINARY INJUNCTION AND EX
PARTE TEMPORARY RESTRAINING ORDER PURSUANT TO FRCP 65(B)(1),
MADE APPLICABLE TO THESE PROCEEDINGS BY FRBP 7065 BY
PLAINTIFF DANIEL J. CASAMATTA (DOC 2);
MOTION TO CONSOLIDATE LEAD CASE 16-40251 WITH 14-44204; 14-
44248; 14-44982; 14-45025 BY DEFENDANTS (DOC 6); MOTION TO
CONTINUE HEARING BY DEFENDANTS (DOC 7)
BEFORE HONORABLE KATHY SURRETT-STATES
UNITED STATES CHIEF BANKRUPTCY COURT JUDGE

APPEARANCES:

For Plaintiff,	Office of the United States Trustee
Daniel Casamatta:	By: PAUL A. RANDOLPH, ESQ.
	111 South 10th Street
	Suite 6353
	St. Louis, Missouri 63102

Office of The United States Trustee
By: ADAM E. MILLER, ESQ.
400 East 9th Street, Room 3440
Kansas City, Missouri 64106

ECRO: Shontelle McCoy

TRANSCRIPTION SERVICE: TRANSCRIPTS PLUS, INC.
435 Riverview Circle
New Hope, Pennsylvania 18938
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Facsimile: 215-862-6639
e-mail CourtTranscripts@aol.com

Proceedings recorded by electronic sound recording,
transcript produced by transcription service.

APPEARANCES:
(Continued)

For Defendants, Critique LAURENCE D. MASS, ESQ.
Services, LLC, and 230 South Bemiston Avenue, Suite 1200
Beverly Diltz: Clayton, Missouri 63105

For the Defendant, RENEE MAYWEATHER, Pro Se
Renee Mayweather:

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1 THE COURT: And then in the adversary Casamatta
2 versus Critique Services, LLC. Let me get appearances on the
3 record first.

4 MR. RANDOLPH: Good morning, Your Honor. Paul
5 Randolph for the U.S. Trustee.

6 And I'd like to introduce Adam Miller from our Kansas
7 City office who is going to be handling the matter today.

8 THE COURT: All right. Good morning.

9 MR. MILLER: Thank you, Your Honor.

10 MR. MASS: I'm Larry Mass, I represent Critique
11 Services.

12 THE COURT: Mr. Mass, I need you at the podium --

13 MR. MASS: Oh, I'm -- I --

14 THE COURT: -- so that we can get it recorded.

15 MR. MASS: I apologize.

16 THE COURT: No problem.

17 MR. MASS: Okay. I'm Larry Mass, I represent
18 Critique Services, LLC, and Beverly Diltz.

19 And Renee Mayweather is here.

20 THE COURT: All right.

21 MR. MASS: And she's not --

22 THE COURT: Ms. Mayweather, would you step up to the
23 podium, please, as well?

24 All right. And, Ms. Mayweather, you are not
25 represented by counsel at this time?

1 MS. MAYWEATHER: No, Your Honor.

2 THE COURT: All right; thank you.

3 MS. MAYWEATHER: I did file a motion asking for an
4 extension to obtain counsel.

5 THE COURT: I did see that motion.

6 Mr. Miller or Mr. Randolph, did you all have some
7 response to that motion?

8 MR. MILLER: Yes, Your Honor. We oppose that motion
9 at this time, and I'll be very brief, for two reasons:

10 Ms. Mayweather -- and maybe perhaps she can address
11 this since she's here in person. The motion doesn't state what
12 attempts she's made in the last 13 days since she's been served
13 with the motion to obtain counsel. And I think that's
14 something the Court needs to be -- to consider because we're
15 concerned otherwise that Ms. Mayweather may be attempting to
16 just simply delay the proceedings further.

17 And we note, for the record, that she's already
18 subject to Judge Rendlen's order, which I'm sure the Court is
19 aware of, enjoining her, as well. So we think the Court can
20 consider that.

21 THE COURT: All right. Ms. Mayweather, the United
22 States Trustee opposes the motion in light of the fact that, I
23 believe, the motions were served several days ago. It is a
24 summary proceeding that they are seeking, and are concerned
25 about your request for additional time. Did you have anything

1 else to add?

2 MS. MAYWEATHER: Your Honor, I have contacted several
3 attorneys; I don't have those names in front of me. But I have
4 not had a response or a positive response from anyone taking my
5 case.

6 THE COURT: All right. Under the circumstances,
7 because they are seeking preliminary injunction and a temporary
8 restraining order, I'll deny the motion to continue the hearing
9 for today; we'll go forward. Certainly if some order is
10 entered today, it will be temporary in some fashion, and you'll
11 have time to obtain counsel before the final hearing.

12 MS. MAYWEATHER: Okay.

13 THE COURT: All right; thank you.

14 All right. Then, Mr. Miller, I have your motion for
15 the preliminary injunction and ex parte temporary restraining
16 order on the docket, as well as Mr. Mass's motion to
17 consolidate.

18 MR. MASS: And I had a motion to continue, Your
19 Honor.

20 THE COURT: All right. Oh, yes, I do have that, as
21 well.

22 All right. So, Mr. Mass, do you want to take up the
23 motion to continue first?

24 MR. MASS: Yes. It seems to me reasonable to do
25 that.

1 THE COURT: All right.

2 MR. MASS: Can you wait one second?

3 THE COURT: Yes.

4 (Pause)

5 MR. MASS: Your Honor, in the motion, I point out
6 that this matter is been a companion -- is a companion, in
7 essence, to four cases that have been handled on a consolidated
8 manner, even if not formally consolidated. And that the
9 allegations here are no different than the allegations that
10 we've been dealing with for months.

11 I also point out that the U.S. Trustee did not
12 produce discovery that would have allowed an examination of the
13 issues they raise here over the course of this other litigation
14 and, in essence, put us off for 45 days. And I thought that
15 was in good faith because they were gathering information, as I
16 was told, and instead they were preparing to file this where
17 there was less opportunity for my clients to then be able to
18 rebut this.

19 And while it's a temporary restraining order, it's an
20 order that really seeks to shut my clients down, which is a
21 drastic remedy. It's not simply to discontinue a certain
22 behavior.

23 The -- and so I think that, in many ways, the U.S.
24 Trustee has kind of sandbagged us.

25 The other issue is that Mr. Dorris, who did file a

1 declaration, which is the equivalent of an affidavit, I believe
2 there's much in his declaration that's inaccurate. And I have
3 Mr. Dellamano here to testify.

4 But there's also the issue of his attorney/client
5 file with Mr. Meriwether being produced so that can be tested,
6 his accuracy and his collection. And I just don't think that
7 would be appropriate.

8 For the last thing, the other reason for a
9 continuance is that my client -- and this is not stated in the
10 motion, but I'm presenting to you because it's kind of
11 coalesced over the last day or two -- has been in contact with
12 Mr. Pruitt, President of the NAACP who is making efforts to
13 find an attorney and investors who would buy Critique Services,
14 and then change the practice.

15 If they're shut down, all those efforts would be
16 defeated, from my understanding. And, in fact, it would cause
17 more harm to the African American community because it's Mr.
18 Pruitt's belief that his community, the lower income African
19 American community needs somebody providing bankruptcy services
20 at the price point that Critique Services was doing so. And
21 that he has many people interested in doing that, and he wants
22 to be able to continue to pursue those efforts. And I want to
23 present his testimony because that goes to the issue of whether
24 there's a need for any emergency order at any point.

25 So for those reasons, I believe this hearing should

1 be continued.

2 THE COURT: All right; thank you.

3 Mr. Miller?

4 MR. MILLER: Thank you, Your Honor.

5 We, too, as the Court would expect, oppose this
6 motion.

7 First of all, I want to point out that in reality,
8 what we're asking for today is enforcement of the 2007 order.
9 The temporary restraining order and preliminary injunction
10 motion that is before the Court is in aid of enforcing the 2007
11 order.

12 And as the Court pointed out with respect to Ms.
13 Mayweather, this is supposed to be a summary proceeding. So to
14 the extent that Mr. Mass is seeking discovery, discovery is
15 typically not necessary for a summary proceeding.

16 I would also point out that Critique was not
17 sandbagged.

18 First of all, with respect to this additional filing,
19 all of this was prompted by additional and continued client
20 complaints that were raised both to our office and to various
21 other regulatory and investigative agencies. All of the
22 information that is -- would be presented here today has been
23 long known to Critique and Ms. Diltz and, in fact, probably Ms.
24 Mayweather, as well, long before it was presented to this
25 Court. All of this was contained in complaints raised with the

1 Better Business Bureau. It is my understanding that the Better
2 Business Bureau complaints were forwarded to Critique.

3 And, in fact, as the evidence -- the underlying
4 evidence on the TRO shows, Critique did act with respect to
5 some of the complaints, but not others.

6 Further, there's no right to -- somehow I think Mr.
7 Mass is arguing that there's some right to advance knowledge of
8 this proceeding. And I just don't think that is legally true.

9 Further, as we point out in response that we filed
10 yesterday, most of the discovery sought by Mr. Mass is not
11 relevant to determining the issues that we're going to
12 determine today. They might be relevant on the final
13 determination of an injunction when we try the complaint, but
14 it goes well beyond the scope of the relevant evidence.

15 For example, Mr. Mass seeks complaints raised against
16 other non-Critique entities. I don't see how that could be, in
17 any way, relevant to whether or not the U.S. Trustee is
18 entitled to an injunction against Critique, and Ms. Diltz, and
19 Ms. Mayweather today.

20 And additionally, I know that Mr. Mass attempted to
21 address it here, but their motion does not discuss at all harm.
22 We believe that there's significant harm in continuing without
23 an injunction.

24 And as I mentioned earlier, what we are seeking to do
25 is to maintain the status quo of the 2007 order, which Critique

1 is already bound by today.

2 And then finally I would note Mr. Mass accused us of
3 not producing discovery, and he does note here in court -- in
4 open court today that he consented to a request to delay
5 production of discovery.

6 I would note that Critique, as well, has not complied
7 with its discovery obligations. There are a number of
8 documents that we had requested in those other proceedings for
9 which Critique and Ms. Diltz have not produced responsive
10 documents. So I think it's really a two-way street on that
11 issue, Your Honor.

12 MR. MASS: May I respond?

13 THE COURT: You may.

14 MR. MASS: Thank you, Your Honor.

15 First of all, he mentioned complaints to the Better
16 Business Bureau. And since no one here is from the Better
17 Business Bureau who's going to testify, I can tell you my
18 client's conversation with the Better Business Bureau noted
19 distinctly that as soon as the -- another bankruptcy judge
20 suspended an attorney with a contract with Critique Services,
21 that's when there was kind of chaos and a problem.

22 It is our contention that some of that chaos and a
23 problem is as much the responsibility of the U.S. Trustee as it
24 is my client because they're supposedly here because they're
25 representing people who were debtors, and they're -- have an

1 interest in the consumers in this case. And yet they really
2 took no affirmative steps to sit down with Critique at the time
3 to say "Here is a plan, how can we make sure that people who
4 are unrepresented right now get services, and get their
5 bankruptcy petitions completed, and how can we work together?"
6 Now I know we've had meetings concerning this, but there's
7 never been a joint effort to do that.

8 And, in fact, while they're saying they're
9 representing debtors here, we know that a couple of people --
10 and I don't have the cases particularly -- that some people who
11 then ended up after their attorney, who was affiliated with
12 Critique through the contract, was suspended, these people
13 proceeded pro se. And some of them have had income tax returns
14 taken by the Court because they were never given advice to file
15 a certain schedule that would have included the return among
16 their exempted property. And so they were, in essence, not
17 well-served by a trustee who was acting under the capacity of
18 the United States Trustee.

19 We also know from looking at court records that
20 several attorneys, for the same work that Critique was charging
21 \$349, charge over \$1,000, and in some case, several thousand of
22 dollars. And that is a distinct harm to the market.

23 When they say they're trying to maintain the status
24 quo, that's exactly what was being maintained through the show
25 cause order supposedly in the other four cases that had been

1 before the Court for eight months with no need for a temporary
2 restraining order.

3 And I think Critique has complied, in essence, with
4 the 2007 agreement, except when chaos started when attorneys
5 were suspended, and well over 100 clients in the case in June
6 of 2014, and then more recently in the case when Mr.
7 Meriwether, and then Mr. Dellamano were suspended in December,
8 well over 100 were all of a sudden left in a lurch without
9 counsel.

10 So I think if there's any complaints to be made, it's
11 both against the U.S. Trustee as much as my client. And I
12 think that there was no -- nothing that precipitated the need
13 at this point for an emergency order, other than trying to work
14 cooperatively to get the clients who were represented by
15 attorneys on contracts with Critique, other methods of having
16 their bankruptcies handled.

17 So -- and I think for the sake of the lower income
18 African American community, there's no need for a temporary
19 restraining order. When Mr. Miller says, "It's not an issue of
20 harm," if it's not an issue of harm, there's no need for an
21 injunction to be issued.

22 THE COURT: All right; thank you.

23 Mr. Miller, anything else, briefly?

24 MR. MILLER: Very briefly, Your Honor. I just want
25 to respond to this allegation that we have not cooperated, and

1 that clients would be left in a lurch.

2 Mr. Randolph informs me that he has made outreaches
3 to the members of the bar to attempt, should Your Honor grant
4 relief today, to obtain attorneys for Critique's pending
5 clients.

6 We believe that those attorneys would be much more
7 receptive to doing so if they know that Critique were enjoined
8 from attempting to participate, or otherwise inject themselves
9 into the administration of those cases.

10 MR. MASS: If I might, Your Honor?

11 THE COURT: Yes.

12 MR. MASS: If another attorney was willing to take
13 over, and Mr. Randolph had done that, Critique would certainly
14 have said, "Here's" -- well, first of all, it's not Critique's
15 client. But they would have cooperated to make sure things
16 were turned over, and the persons represented by Mr. Meriwether
17 or Mr. Dellamano would have received proper service. And the
18 same with regard to back in June of 2014, they attempted to do
19 that, and then that was with Ross Briggs, and then that ended
20 up in chaos and penalties for Mr. Briggs.

21 So it can't be simply Critique cooperating. It has
22 to also be the U.S. Trustee stepping in to aid in the
23 cooperation, and not to simply attack Critique Services, LLC,
24 and for the courts to understand that.

25 THE COURT: All right; thank you.

1 Under the circumstances, as I said earlier, with Ms.
2 Mayweather's motion to continue, this is a summary proceeding.
3 If an order is entered, it would be of some temporary fashion.
4 So I'll deny the motion to continue.

5 Mr. Mass, you also have a motion to consolidate. Mr.
6 Miller, I don't know if you want time to file some written
7 response to that, or --

8 MR. MILLER: That would -- I think we would like to
9 file a written response, and have time to do so. I don't think
10 that the Court needs to take that up today.

11 We are considering options, and we'd be happy to
12 discuss those with Mr. Mass about going forward. We certainly
13 don't want to increase the burden on the Court, and on parties
14 if there's duplicate proceedings.

15 THE COURT: All right. How much time would you like,
16 Mr. Miller, to file your response?

17 MR. MILLER: Can we have 14 days, Your Honor?

18 THE COURT: All right. I will look for your written
19 response then within 14 days.

20 All right. Then that brings us to the motion for the
21 preliminary injunction and ex parte temporary restraining
22 order. Mr. Miller?

23 MR. MILLER: Thank you, Your Honor.

24 And as this Court noted, this is a summary
25 proceeding. We have filed a significant amount of affidavits

1 with the Court record, including one that we did not become
2 aware of until yesterday that was filed in support of the
3 Attorney General's action in State Court in the Circuit Court.
4 It is our understanding, under well-established precedent in
5 this Circuit, that the Court may consider affidavit evidence.

6 We do have two witnesses available; we believe that
7 their affidavits are sufficient. If the Court wishes to hear
8 from them, we're certainly willing to put them on the stand.
9 But we're prepared to argue based on the evidence that's in the
10 record today.

11 We believe that that evidence establishes that
12 Critique, and Ms. Diltz, and Ms. Mayweather have created a
13 legal fiction to carry on activities barred by the 2007
14 injunction. We believe that Mr. Dorris's affidavit, as well as
15 all of the clients that Mr. -- that Ms. Larkin have -- has
16 interviewed -- and I do want to address one point in Mr. Mass's
17 response. Mr. Mass argues that hearsay evidence should not be
18 admissible. We cited in our opening motion that there is
19 significant record -- significant case law, every circuit, to
20 consider the issue has held that in a summary proceeding, such
21 as a preliminary injunction or temporary restraining order
22 motion, that hearsay evidence is admissible.

23 And so that would go to the weight of the evidence,
24 and not to its admissibility. And I'll discuss the weight of
25 the evidence in a minute.

1 We believe that the record shows that all of the
2 clients believe that they are dealing with Critique, and not
3 the individual attorneys. That Critique has not maintained the
4 legal separation required by the 2007 consent order.

5 We believe that few, if any, records of transactions
6 are kept by Critique. Most of Critique's clients pay in cash.
7 Ms. Diltz herself, in her deposition in the other four actions
8 that Mr. Mass has referenced, admitted that non-cash
9 transactions were handled in the name of Critique. So Ms.
10 Diltz has admitted that Critique handles money in violation of
11 the 2007 injunction.

12 And while she tried to explain that that money was
13 simply to offset fees that she believes that the contracted
14 attorney owed Critique or Ms. Diltz, that is not permissible
15 under the 2007 injunction.

16 We believe that there's substantial evidence of this
17 legal fiction. Critique has continued to attempt to offer
18 services to clients, even after lawyers affiliated with it have
19 been suspended by judges of this Court.

20 Critique holds itself out and acts like a law firm.
21 And it has tired to move files from one lawyer to the next when
22 lawyers are either suspended or unable to practice. If you
23 read the affidavit that was submitted yesterday -- that was
24 offered in support of the Attorney General's action, that
25 gentleman interviewed Ms. Coyle, who is the latest attorney to

1 be affiliated and to file actions associated with Critique.
2 She admitted that she purchased the files directly from
3 Critique. We believe that violates Missouri law because the
4 files belong to the client, and it's the client's decision who
5 to hire as their attorney.

6 And we believe, as Mr. Dorris indicated in his
7 affidavit, which is in the record, that they, too, tried to
8 move Mr. Dorris's file before Mr. Dorris informed them that he
9 had exercised his rights to hire counsel not affiliated with
10 Critique.

11 We also note -- and I think this is an important fact
12 that the Court can take notice of -- that Ms. Coyle has been
13 recently suspended by the Missouri Supreme Court. Ms. Coyle
14 did not comply with the CLE -- mandatory CLE requirements
15 required by the Supreme Court of Missouri, so she is no longer
16 authorized to practice in the State of Missouri. And we have
17 no belief, at least at this time, that she has rectified that
18 and been reinstated.

19 We believe that all four factors that this Court has
20 to consider that are laid out in our motion, and that are well-
21 established in the Eighth Circuit for granting a temporary
22 restraining order or preliminary injunction are supported by
23 the record.

24 We note that, at least for the summary record, the
25 only evidence or affidavits that were submitted to the Court in

1 support of the response was a general denial by Ms. Diltz
2 verifying that the denials in their response to the motion are
3 true. But they offer no affirmative evidence in the form of
4 affidavits, or otherwise, in the record. And a self-serving
5 denial is simply insufficient, we believe, to seriously contest
6 the evidence that we have submitted to the Court, Your Honor.

7 Let me turn to the individual elements:

8 We believe that the affidavits and the supporting
9 documents show that we have a significant likelihood of success
10 on the merits.

11 Critique and the defendants have violated Section 526
12 of the Bankruptcy Code. And I do want to point out that that
13 is an allegation that is not raised in the four pending matters
14 before the Court. Those four pending matters went solely to
15 enforcement of the 2007 injunction.

16 We note that the record supports that Critique,
17 whether it is acting as some sort of support agency or is
18 holding itself out to be a law firm, is a debt relief agency,
19 as that term is defined under the Code because it is accepting
20 funds for the provision of some sort of bankruptcy services.

21 And as a debt relief agency, it is subject to Section
22 526's requirements. We believe that, at least with respect to
23 Mr. Dorris's case, Critique violated 526 by failing to deliver
24 the promised services, and by making false misrepresentations
25 of fact to Mr. Dorris during his case.

1 They also show -- the record also shows through, Ms.
2 Larkin's affidavit, that -- that is part of a pattern of
3 violations of Section 526 with respect to other debtors, as
4 well.

5 We believe that Ms. Larkin's affidavit should be
6 given weight, even though it is hearsay. The fact that there
7 are simply so many debtors who tell a mostly consistent story
8 about their experiences with Critique makes those statements
9 reliable, at least for the purposes of this proceeding. And
10 that goes to the likelihood of the success on the merits if
11 each of those individuals were brought into court and will
12 testify at trial on the merits.

13 Further, Mr. Rivero's (phonetic) affidavit, which was
14 filed yesterday, establishes that Critique continues to operate
15 in violation of both the 2007 injunction, as well as Judge
16 Rendlen's orders by intaking new clients. Mr. Rivero appeared
17 and posed as a client as late as February 23rd of this year,
18 and Critique was all -- was all -- was happy to provide
19 services to him, to give him generic advice about filing
20 bankruptcy, and then to refer his case to Ms. Coyle.

21 And so we believe that establishes that Critique is
22 still holding itself out as a debt relief agency.

23 Additionally, we note that the Court can take notice
24 of the video of Ms. Mayweather that a local TV station has
25 posted in which they, too, similar to Mr. Rivero, went to

1 Critique and were offered services.

2 As to irreparable harm, we believe, as we've said,
3 that Critique is continuing to take new clients. Clients are
4 actively harmed by Critique's failure to accomplish filing
5 cases. Mr. Mass admitted to me before this case that Critique
6 does not have a contract with any lawyer who is admitted to
7 practice at this time. So Critique can't comply with the 2007
8 order, even if this Court were -- would permit it to do so
9 because it does not have an attorney with which it is
10 affiliated.

11 So we fail to see how Critique could, or Ms. Diltz,
12 or Ms. Mayweather could offer any services to any bankruptcy
13 debtor under the supervision of an attorney because there
14 simply are no attorneys supervising their actions.

15 We believe that we are acting in the public interest.
16 This is predatory conduct. And the equities strongly favor
17 enforcing the strict provisions of the 2007 injunction.

18 What we are specifically asking for, Your Honor, in
19 terms of relief today is we are asking for either a temporary
20 restraining order or a preliminary injunction, however the
21 Court wishes to handle the situation. We believe a preliminary
22 injunction standard is met in terms of enjoining the defendants
23 until a trial on the merits. But we believe that an injunction
24 is necessary to bar Critique, Diltz, Ms. Mayweather, and their
25 affiliates, successors, and agents from intaking new clients.

1 And to do so, we need to restrict their ability to act as a
2 debt relief agency, as that term is defined under well-settled
3 bankruptcy law. Which means that neither Critique nor Ms.
4 Diltz or Ms. Mayweather may give advice about filing a
5 bankruptcy case, they cannot refer clients to specific
6 attorneys with which they may or may not have contractual
7 relationships.

8 They may not receive any payment from any bankruptcy
9 client in any form is a restriction we would ask the Court to
10 adopt. In reality, that's a term of the 2007 order. The 2007
11 order already prohibits them from receiving payments, but we
12 understand, and Ms. Diltz has admitted, that they have violated
13 that provision.

14 And we would also ask the Court to enjoin Critique
15 during the pendency of this matter from advertising that it can
16 provide bankruptcy services, which is something that it clearly
17 cannot do right now because it cannot comply with the terms of
18 the 2007 order in any event because it is not affiliated with a
19 licensed attorney.

20 Thank you very much.

21 THE COURT: All right; thank you.

22 Mr. Mass, do you have an opening statement?

23 MR. MASS: Yes. First of all, with regard to the
24 affidavit of the investigator from the Attorney General's
25 Office, I have a counter affidavit that I gave to Mr. Miller at

1 the beginning because it was just signed this morning from Ms.
2 Coyle. I did not know that she was suspended for failure to do
3 her CLE credits, but it basically says she's not received any
4 money, or had any financial arrangements with Critique. She
5 was accepting referrals to serve persons as bankruptcy clients.

6 I only have one -- this was just brought to me
7 because it was -- this morning because this is when it was
8 notarized. But she was in the process of getting referrals so
9 she could serve the persons that were referred to her with no
10 financial obligation to Critique, and with the hope that maybe
11 eventually, if circumstances then justified it, she could enter
12 into such an agreement. But otherwise, she was independently
13 representing the debtors.

14 To me, that's no different than what Mr. Randolph and
15 Mr. Miller have suggested, which is that other attorneys can
16 come in and take over the representation of debtors, or take
17 new debtors that may have heard of Critique from before without
18 any advertising and handle those cases. Again, there's no
19 obligation on Critique.

20 First of all, with regard to the unauthorized
21 practice of law and what was happening. When Ms. Diltz signed
22 the affidavit that was attached to the response to this motion
23 for a temporary restraining order, it was not simply a general
24 denial. It also stated that Critique did not see clients, and
25 that she and Critique, did not meet with clients. And that was

1 part of what was there. The arrangement was per the 2007
2 agreement, that Critique could license its name, Critique
3 Services, not Critique Services, LLC, and refer the matter to
4 an attorney who had his or her own staff that would service the
5 persons.

6 If there was a jumble in the understanding of the
7 persons who are cited by the affiants, Ms. Larkin, et cetera,
8 then that jumble and misunderstanding is a result of the way we
9 entered into the consent order from 2007, and would have been
10 ongoing and not a problem.

11 Again, what they are faulting Critique for is trying
12 to serve clients in getting new attorneys when someone was
13 suspended; I don't quite understand that.

14 Mr. -- if you check your own court records, Mr.
15 Robinson was attorney in over 74 hundred -- close to 75 hundred
16 cases, and most of which occurred prior to his suspension in
17 June -- well, all of them occurred prior to his suspension in
18 June.

19 And until he was suspended in June of 2014, there may
20 have been some complaints. But basically everyone received a
21 discharge. There may have been problems. All of the issues
22 with regard to Critique came about after his suspension, and
23 then after Critique Services and Ms. Diltz arranged to provide
24 services through other attorneys, they then had several other
25 issues, and then problems developed.

1 Problems also developed because persons -- U.S.
2 Trustees started to question the debtors represented by
3 attorneys affiliated with Critique in ways they never
4 questioned other debtors represented by other attorneys,
5 seeking to find problems, and seeking to find
6 misunderstandings, and seeking to create issues. Also, not
7 giving the attorney from Critique an opportunity to submit
8 other financial records that were not available to Critique
9 prior to the 341 hearings, something that normally and
10 routinely was done.

11 With regard to the affidavits, one doesn't know when
12 you have hearsay, what -- how things can be construed, and
13 wrongly construed. And one of the reasons and the need to have
14 that information, and why I don't think it would be shown that
15 some of these supposed complaints given to Ms. Larkin are
16 accurate, is we can take the case of Mr. Dorris. He said that
17 he saw a shorter, Caucasian gentleman who identified himself as
18 Dean Meriwether. The person he would have seen was Mr.
19 Dellamano, who would never have -- who would testify, and
20 unfortunately I couldn't get a hold of him and work with him
21 prior to today -- he would never have identified himself as
22 Dean Meriwether. He would have identified himself as working
23 to assist Dean Meriwether, and that the debtor would have seen
24 Dean Meriwether before any petition was filed.

25 He would also have cosigned a retainer agreement that

1 was a retainer agreement for Mr. Meriwether and the debtor.
2 And I have blank forms that I've given to Mr. Miller that would
3 show how this would have been done, and I can submit those to
4 the Court, as well. Mr. Dellamano is here to testify to that
5 effect.

6 So the -- Mr. Dorris and other clients would have
7 cosigned that agreement, and it would have been signed or
8 initialed by Mr. Dellamano, not Mr. Meriwether. And they would
9 have cosigned other forms together. There's a checklist of
10 what the debtor needs to have in order to proceed with a
11 bankruptcy.

12 Mr. Dellamano also would have signed a receipt for
13 income of money for payment of the legal fee. And that would
14 not have been by a clerk or someone else. Mr. Dellamano was a
15 licensed practicing attorney.

16 I believe that one of the other pieces of evidence we
17 should have, and have admitted, is Mr. Dorris's attorney/client
18 file with Mr. Meriwether. I believe by his declaration, that
19 he's waived any attorney/client privilege. Mr. Dellamano
20 brought the file here, and it can be viewed by Mr. Miller when
21 it's viewed by me. And based upon what Mr. Dellamano has told
22 me, that there's every reason to believe that the file would
23 show that Mr. Dorris was inaccurate in his statement, and that
24 he misunderstood whatever Mr. Dellamano said. And I don't know
25 whether that was also a result of coaching, so to speak.

1 But the other issue that would be brought up, there
2 was a question of whether Mr. -- Critique Services and Mr.
3 Meriwether were serving Mr. Dorris appropriately. And --
4 because there was an issue of whether he had income beyond what
5 should have occurred for someone to be able to file a Chapter
6 7.

7 And the only way to verify that is to see what income
8 and what Mr. Dellamano -- not Mr. Dellamano -- Mr. Dorris
9 signed off on in the papers when he went and saw Mr. Dellamano
10 as far as his intent, and whether, with income and expenses, he
11 could have qualified for a Chapter 7.

12 The persons that processed that with Mr. Dellamano
13 believe that he did qualify for a Chapter 7. It's unfortunate
14 it wasn't filed, and there may have been chaos in the office at
15 the time, that much I cannot concede because a different
16 attorney did file a Chapter 13 for him.

17 But I believe, to -- to verify or to corroborate what
18 is said in Mr. Dorris's declaration, and how he was served, we
19 should have that file, and I'd ask you to require that it be
20 produced at this time because he's waived the attorney/client
21 privilege.

22 The other thing is I do not know what happened when
23 the investigator interviewed Ms. Coyle, but there's no reason
24 to believe that Ms. Coyle would have said that she was going to
25 pay Critique Services anything when there was no such

1 arrangement and she was not going to do so. He raised, for
2 instance, the issue that it was suspicious that she said she
3 was relocating to an office on Washington Avenue when Critique
4 has an office on Washington Avenue. And in her affidavit, she
5 says she has an office at -- I think it's -- hold on a sec --
6 1409 Washington Avenue, Suite 301. So it's a considerable
7 distance from where the Critique offices are, and it's not
8 there.

9 I -- while I acknowledge that at this point, Critique
10 Services has difficulty finding an attorney to enter into a
11 contract, that they should not be enjoined from doing so to
12 have the proper attorney. And they should not be enjoined from
13 having a business model that they could then sell to an
14 attorney and investors that are arranged through the NAACP.
15 Doing that would provide a disservice to the community that
16 Critique has been serving, that no other attorney servicing
17 clients in this Bankruptcy Court has served. And generally
18 serve very well for a long period of time.

19 By the sale, then hopefully some of the problems that
20 have occurred to attorneys who have had contracts with Critique
21 Services would be ameliorated. But once, again, the confusion
22 that individual debtors might have as to the role of the
23 attorney licensed to use the name would be the confusion that
24 resulted from the nature of that agreement. And the two
25 entities working together in the licensing of the name of

1 box, sir. There is a step up, and if you would please speak
2 into the microphone.

3 DIRECT EXAMINATION

4 BY MR. MILLER:

5 Q Good morning, Mr. Dorris. Would you state your name for
6 the record?

7 A Damon Dorris.

8 Q Okay. And what is your current address, sir?

9 A 2225 Wheatfield Drive --

10 Q Okay. And --

11 A Florissant, Missouri.

12 Q Are you currently employed?

13 A Yes.

14 Q And where are you currently employed?

15 A Union Pacific Railroad.

16 Q And what is your job with Union Pacific Railroad?

17 A Conductor.

18 Q And how long have you been employed there?

19 A Eight years.

20 Q And approximately how much do you make on an annual basis?

21 A 68,000.

22 Q Are you married?

23 A No.

24 Q Do you have any dependents that live with you?

25 A No.

1 Q Okay. And you're a debtor in this bankruptcy case, is
2 that correct?

3 A Yes.

4 Q And who is your current attorney?

5 A Uh, Wes with Licker.

6 Q Okay. And is he in the courtroom here today with you?

7 A Yes.

8 Q Okay. Are you familiar with an entity called Critique
9 Services?

10 A Yes.

11 Q And how did you become familiar with them, sir?

12 A Referred to by a friend.

13 Q And did you, at any time, visit Critique's place of
14 business?

15 A Yes.

16 Q And did our office discuss your experience with Critique
17 with you before today's hearing?

18 A No.

19 Q Okay. Did you execute an affidavit regarding your
20 experiences with Critique?

21 A Yes.

22 Q And was that based on information that you provided to our
23 office?

24 A Yes.

25 Q Okay. And did you speak at any time with Ms. Larkin from

1 the Chief Disciplinary Counsel's Office --

2 A Yes.

3 Q -- about your experience?

4 A Yes.

5 Q There is a binder in front of you. Would you turn to Tab
6 2 on that binder? Have you seen this document before?

7 A Yes.

8 Q Is this the affidavit that you executed that was filed
9 with the Court in this case?

10 A Yes.

11 Q Okay. Did you review this document with your attorney
12 before it was signed?

13 A Yes.

14 Q To the best of your knowledge, is it true and accurate, to
15 the best of your knowledge and belief?

16 A Yes.

17 Q Okay. Is it based on your own personal experiences with
18 your -- with the Critique Services firm?

19 A Yes.

20 Q Okay. Did anyone from our office make any promises to
21 you, or coach you on what to say in that affidavit?

22 A No.

23 Q Okay. Do you feel that you were coerced in any way into
24 signing that affidavit or testifying here today?

25 A No.

1 Q When did you first visit the Critique offices?

2 A It would have been August 26th.

3 Q And was that date that was in the affidavit based on
4 records that you had that you just don't have with you today?

5 A Correct.

6 Q Okay. What records did you review in providing us the
7 information for that affidavit?

8 A That was the first receipt.

9 Q Okay.

10 A Cashier's receipt.

11 Q So you received a receipt when you paid some sum of money
12 when you visited Critique's office?

13 A Yes.

14 Q Okay. Do you recall if the receipt had an entity name on
15 it?

16 A Yes.

17 Q Okay.

18 A Critique Services.

19 Q So the receipt was from Critique?

20 A Yes.

21 Q Okay. And could you explain what happened in August when
22 you first visited Critique's offices?

23 A First came in -- walked in, came in, spoke with the
24 receptionist. She asked me what I was there for. Then she
25 asked me what I was -- what service I wanted, 7 or a 13. I

1 told her Chapter 7. So she gave me a packet of paperwork, told
2 me to go have a seat at the table, and fill it out.

3 Q Okay. Did that person tell you that she worked for an
4 attorney?

5 A No.

6 Q Did you -- was it your understanding that that person
7 worked for Critique?

8 A Yes.

9 Q Did you ever sign a contract during your experience with
10 the Critique firm?

11 A No, I don't believe so.

12 Q Okay. Do you -- did you ever receive a copy of any
13 contract that you might have signed?

14 A No.

15 Q Okay. You testified that you received a receipt when you
16 paid money to Critique. How much did you pay them?

17 A That receipt would have been three forty-nine.

18 Q Okay. And that was paid during your August 26th visit?

19 A Yes.

20 Q And who did you actually give the money to?

21 A The gentleman sitting right there.

22 Q Okay. And I believe that you're pointing to Mr.
23 Dellamano, is that correct?

24 A Yes.

25 Q Have you ever heard Mr. Dellamano's name before your

1 appearance here today?

2 A No.

3 Q Okay. Is Mr. Dellamano somebody that you met with when
4 you visited Critique's office on August 26th?

5 A Yes.

6 Q And how did Mr. Dellamano -- or the person that we know as
7 Mr. Dellamano introduce himself to you?

8 A He told me he was going to be the attorney that would be
9 in the courtroom with me.

10 Q Okay.

11 A So --

12 Q Did -- did he provide you with his name?

13 A I believe so. I was to understand that he was Mr.
14 Meriwether.

15 Q Okay. Did he ever advise you in August of 2015 that he
16 was, at that time, not licensed to practice law in Missouri?

17 A No.

18 Q Okay. How long did you meet with Mr. Dellamano?

19 A Probably about 30 minutes.

20 Q And did Mr. Dellamano review the documents that you filled
21 out at the Critique offices?

22 A Yes.

23 Q And did he advise you to file a Chapter 7 bankruptcy case?

24 A Yes. He didn't advise me, he asked me what I wanted to
25 do.

1 Q Did he indicate that somebody with your income level might
2 have a problem qualifying for a Chapter 7 bankruptcy?

3 A No.

4 Q Okay. Your current lawyer advised you to file a Chapter
5 13 bankruptcy, is that correct?

6 A Correct.

7 Q And do you recall why that was?

8 A The amount of income that I make.

9 Q At any time during your experience with Critique, did you
10 discuss or meet with Renee Mayweather?

11 A Yes.

12 Q Okay. And what -- did that happen on August 26th, or some
13 other date?

14 A Yes.

15 Q Both? Some other date or on August 26th?

16 A Some other date.

17 Q Okay. When did you first meet Ms. Mayweather?

18 A It would have been September 28th.

19 Q Okay. And is that date that you provided in the affidavit
20 based on additional records that you reviewed?

21 A Yes.

22 Q And what records did you review to determine that you met
23 with Critique on September 28th?

24 A That was the second deposit I -- that I gave. She filled
25 out the second receipt.

1 Q So you gave Ms. Mayweather some sum of money, is that
2 correct?

3 A Yes.

4 Q How much did you give her?

5 A Three hundred and thirty-five.

6 Q And what was your understanding that \$335 was for?

7 A Attorney fees.

8 Q Okay. Did Ms. Mayweather inform you that she was working
9 for an attorney, or did you believe that she was working for
10 Critique?

11 A I assumed that she was an attorney.

12 Q You believed that she was an attorney --

13 A Yes.

14 Q -- herself?

15 A Yes.

16 Q What led you to believe that she was an attorney?

17 A I was -- because that's the only one that I should be
18 talking to about my personal information.

19 Q Did you believe that Mr. Meriwether individually was your
20 attorney, or did you believe that the Critique Law Firm, as a
21 group, represented you?

22 A Critique Law Firm.

23 Q And what caused you to have that belief?

24 A I was meeting with different people.

25 Q And they, to your -- to the best of your knowledge, were

1 affiliated with Critique?

2 A Yes.

3 Q Did Critique ever, or any attorney affiliated with
4 Critique ever, file a bankruptcy case for you?

5 A No.

6 Q Okay. You -- did you make efforts to try to contact
7 Critique or personnel affiliated with Critique to find out why
8 that did not occur?

9 A Yes.

10 Q And how many, approximately, efforts did you make to try
11 and have your case filed?

12 A Several, over -- over ten.

13 Q Okay. Did you, at some point, meet to sign your final
14 schedule -- petition and schedules with somebody from Critique?

15 A Yes.

16 Q Okay. And when, approximately, did that occur?

17 A That would have been October -- October 13th.

18 Q Okay. And did you have some documents or basis for how
19 you determined that you met with them on October 13th?

20 A Yes.

21 Q And what was that basis?

22 A It was the day that I circled on the calendar actually.

23 Q Okay. So you made a notation on your personal calendar
24 that you met with Critique on that day?

25 A Yes.

1 Q Okay. And in -- at that time, did you meet with somebody
2 you believed to be an attorney?

3 A Yes.

4 Q And who did you meet with at that time?

5 A Mr. Meriwether.

6 Q And that is the person you believed to be the actual Dean
7 Meriwether?

8 A Yes.

9 Q Okay. And how long was your meeting with Mr. Meriwether?

10 A Uh, about five, ten minutes.

11 Q Okay. Was this your only personal interaction with Mr.
12 Meriwether?

13 A Yes.

14 Q Did you later learn that Mr. Meriwether had become
15 suspended from the practice of law in this Court?

16 A Yes.

17 Q And how did you learn that?

18 A News.

19 Q Did anybody from Critique or Mr. Meriwether contact you to
20 explain that circumstance?

21 A No.

22 Q In fact, after you learned that Mr. Meriwether -- Mr.
23 Meriwether -- Mr. Meriwether had been suspended, did you
24 attempt to contact Critique to either file your case or get
25 your money back?

1 A Yes.

2 Q And approximately how many times did you do so?

3 A That would have been another -- another -- about another
4 ten times.

5 Q Okay. Did, at any point during those conversations,
6 Critique offer to try and find you another attorney?

7 A Yes.

8 Q Okay. And could you explain the circumstances under which
9 you learned they were trying to find another attorney?

10 A I went down to get a refund, and spoke with a lady. And
11 she asked me why didn't I sign with a new attorney. And I said
12 I didn't want to sign with a new attorney. And she explained
13 to me the reason it was so difficult for them to get me my
14 refund was that my case was sent over to the other office -- to
15 the other attorney already.

16 Q Okay. Did you -- were you ever contacted, or did you ever
17 consent to having your file transferred to another attorney
18 associated with Critique?

19 A No.

20 Q Okay.

21 MR. MILLER: I have nothing further for the witness,
22 Your Honor.

23 THE COURT: All right; thank you.

24 Mr. Mass, do you have any cross examination for this
25 witness?

1 MR. MASS: Yes.

2 CROSS EXAMINATION

3 BY MR. MASS:

4 Q Mr. Dorris, do you mind if I give you the file that
5 Critique Services -- or that Mr. Dean Meriwether had?

6 A That's fine.

7 Q Is that okay?

8 A Yes.

9 Q Okay.

10 THE COURT: Mr. Miller, have you seen the file?

11 MR. MILLER: I have not, Your Honor.

12 MR. MASS: I haven't either. We could take a few-
13 minute break, and --

14 THE COURT: Well, I think we all ought to look at it
15 before --

16 MR. MASS: Okay.

17 THE COURT: -- before we start asking questions about
18 it. I don't know --

19 MR. MILLER: And I don't know -- Mr. Dorris's counsel
20 is present. I don't know if he has an objection or -- I
21 certainly don't have any basis for enforcing the
22 attorney/client privilege. I don't have an argument as to
23 whether or not it's waived or not, and I don't know if Mr.
24 Dorris wants to consult with his counsel.

25 MR. MASS: I believe it's waived because he's talked

1 about his conversations with the attorneys he met with, Mr.
2 Dellamano and Mr. Meriwether.

3 THE COURT: It probably is waived. You know, I'm
4 back to -- I mean you could hand him the file, and we could all
5 go through it the first time looking at it. I don't know if
6 y'all want to see it before we --

7 MR. MASS: Well, if we took a ten-minute recess, we
8 can look at it together.

9 THE COURT: All right. Then why don't we take a ten-
10 minute recess. We'll be in temporary recess.

11 (Recess 11:00 a.m./Reconvene 11:21 a.m.)

12 THE COURT: All right; thank you. Be seated, please.

13 All right. Then, Mr. Mass, you may proceed with your
14 cross examination of this witness.

15 MR. MASS: Okay. Your Honor?

16 THE COURT: Yes?

17 MR. MASS: You want me to speak in the mic, but I
18 have to show the documents over there. How -- how do I manage
19 between those two things? I just run back and forth?

20 THE COURT: Unfortunately, yes. Because we don't
21 have microphones over there to pick it up otherwise so that the
22 record is clear.

23 BY MR. MASS:

24 Q Mr. Dorris, I want to show you a retainer -- can you read
25 that there on the monitor. Can you read that document? It

1 says, "Retainer agreement" on the monitor in front of you?

2 A Yes, it's blurry, but, yes.

3 Q It's blurry?

4 A Yes.

5 MR. MASS: Excuse me. Is there something I can touch
6 on this thing that it might bring it more in focus?

7 (Unrelated off-the-record colloquy)

8 BY MR. MASS:

9 Q This is the bottom page -- part of the page -- this is the
10 bottom part of the page, do you see that?

11 A Yes.

12 Q Is that your signature?

13 A Yes.

14 Q And is that the signature of the attorney who interviewed
15 you on August 25th, 2015?

16 A Yes.

17 Q Okay. And those -- you recognize the initials as R.D.?

18 A No, but, yes.

19 Q No, but, yes? I mean --

20 A I mean I can't make -- I make out the last letter, I don't
21 know what the first letter is.

22 Q Okay. But did Mr. Dellamano introduce himself as Robert
23 Dellamano who was assisting Dean Meriwether?

24 A No.

25 Q You're sure he didn't.

1 A No.

2 Q Is there any reason for him to introduce himself otherwise
3 and sign initials that are not Mr. Meriwether's?

4 MR. MILLER: Objection, Your Honor; that calls for
5 speculation.

6 THE COURT: I'll sustain the objection.

7 BY MR. MASS:

8 Q Now I want to show you the next document, which is an
9 attorney's introduction checklist, okay? And that's the top of
10 the page. Do you remember going through this checklist with
11 Mr. Dellamano?

12 A Yes.

13 Q Okay. And did you go through and -- everything that's
14 checked, did you review that information with Mr. Dellamano?

15 A Yes.

16 Q And is that your signature --

17 A Yes.

18 Q -- at the bottom?

19 A Yes.

20 Q And is that Mr. Dellamano's initials?

21 A Yes.

22 Q Okay. And is that the way he signed it in front of you?

23 A I believe so, yes.

24 Q And you saw him sign it, right?

25 A Yes.

1 Q Did you ever ask him why the initials were not D.M.?

2 A No.

3 Q This is another form, do you recognize this form? Talking
4 about your tax refund.

5 A Yes.

6 Q Did you sign this form?

7 A You -- move it up.

8 Q Well, I didn't know if those were your initials.

9 A Yes.

10 Q Okay. And then is that your signature?

11 A Yes.

12 Q And is this -- that -- Mr. Dellamano, did he sign that in
13 front of you?

14 A Yes.

15 Q And you both dated it?

16 A Yes.

17 Q And that was August 25th, 2015 --

18 A Yes.

19 Q -- correct?

20 A Yes.

21 (Pause)

22 MR. MASS: Your Honor -- oh.

23 BY MR. MASS:

24 Q Can you read this side -- oh, let me try this. Can you
25 read that?

1 A Yes.

2 Q Is that a receipt you received on August 26th, dated, for
3 the attorney's fees you paid of \$349?

4 A Yes.

5 Q And that receipt doesn't have any name of Critique
6 Services or any attorney on it, does it?

7 A No.

8 Q It's just a blank receipt?

9 A Yes.

10 Q And Mr. Dellamano signed that. Did you see him sign that?

11 A Yes.

12 Q Okay. And that was the same as the signature on the other
13 document that we've gone over, correct?

14 A Yes.

15 Q And that was the same as the signature on the other
16 document that was gone over, correct?

17 A Yes.

18 Q Now did you sign this receipt for having received back the
19 \$335 that you paid for court filing fees and other expenses?

20 A Yes.

21 Q And that was on February 3rd --

22 A Yes.

23 Q -- 2015 (sic)? And when did you receive a repayment of
24 \$349?

25 A Approximately -- early part of February, I believe.

1 Q Okay. But in your declaration, you said you hadn't
2 received it yet, is that correct?

3 A Correct.

4 Q And your declaration was signed on February 24th, is that
5 correct?

6 A Correct.

7 Q Is this a receipt that you signed on February 19th that
8 you received the \$349?

9 A Yes.

10 Q So in that declaration, you were not correct in what you
11 stated there, right?

12 A The declaration was already filled out, and then I signed
13 it at a later date.

14 Q But you didn't correct it, did you?

15 A No.

16 Q Did somebody say you couldn't correct it?

17 A No.

18 Q Now is this the questionnaire that was given to you about
19 basic information?

20 A Yes.

21 Q And did you fill out this questionnaire?

22 A Yes.

23 Q And everything on the questionnaire was in your writing?

24 A Yes.

25 Q Okay. I'm not going to go over every page of the

1 questionnaire, but is -- this is a page that has your current
2 expenses, is this what you filled out?

3 A Yes.

4 Q I do want to go over one page with you, and that's on --

5 (Pause)

6 Q Now does this indicate that you had one dependent, a
7 daughter?

8 A Yes.

9 Q And was that told to the attorneys -- or to Mr. Dellamano?
10 Did you review that with Mr. Dellamano?

11 A Yes.

12 Q This is the bottom of Page 5, do you see that?

13 A Yes.

14 Q Did you fill that out?

15 A Yes.

16 Q Did you, at the time you filled this out, have two cars?

17 A Yes.

18 Q And one of the cars you indicated you were going to
19 surrender?

20 A Correct.

21 Q And that had a monthly payment of \$630, is that correct?

22 A Yes.

23 Q Now you didn't own a house, did you?

24 A No.

25 Q And you were going to keep your 1984 -- I'm sorry --

1 Oldsmobile Cutlass?

2 A Yes.

3 Q And that really had no real value to it at the time you
4 filed this.

5 A Yes.

6 Q Did it?

7 A No.

8 Q But it was still in operation?

9 A Yes.

10 Q If I recall correctly, you had an attorney conference on
11 October 13th, is that correct?

12 A Yes.

13 Q Okay. This was stapled in the file folder, and I kind of
14 tore the top off to get it out. Did you then sign certifying
15 you had the conference on October 13th?

16 A Yes.

17 Q And at the time you filed also the notice -- the other
18 notices on this sheet, correct?

19 A Yes.

20 (Pause)

21 MR. MASS: I have nothing further.

22 THE COURT: All right. Mr. Miller, any redirect?

23 MR. MILLER: Very briefly, Your Honor. And excuse me
24 one moment, I do want to --

25 MR. MASS: Oh, yeah, I'm sorry. I didn't --

1 (Pause)

2 REDIRECT EXAMINATION

3 BY MR. MILLER:

4 Q I believe, Mr. Dorris, if you look at the screen, this is
5 the retainer agreement that you testified earlier about, is
6 that correct?

7 A Yes.

8 Q And it shows that it was signed on 8/25, is that correct?

9 A Yes.

10 Q I want you to look very carefully at that first line.
11 Does it say that you're retaining any other attorney other than
12 Dean Meriwether to represent you?

13 A No.

14 Q Okay. At the time that you met with Mr. Dellamano,
15 regardless of who he said he was at the time, did he, at any
16 time, tell you that he was not admitted to practice in this
17 Court?

18 A No.

19 Q Did he tell you at that time that he was not admitted to
20 practice in the State of Missouri?

21 A No.

22 Q Do you see this document that's also labeled as a retainer
23 agreement?

24 A Yes.

25 Q Okay. Do you recognize this document?

1 A Yes.

2 Q And is that your handwriting?

3 A Yes.

4 Q And do you see your signature at the bottom of this
5 document?

6 A Yes.

7 Q And it's dated October 13th of 2015, is that correct?

8 A Yes.

9 Q Do you know why you would have signed two separate
10 retainer agreements with Mr. Meriwether's office?

11 A No.

12 Q Did Mr. Meriwether, at any time, explain to you why he
13 needed a second retainer agreement?

14 A No.

15 Q And this is the attorney introduction checklist that Mr.
16 Mass questioned you about, is that correct?

17 A Yes.

18 Q And the first line on that says that you have met with an
19 attorney on your initial visit, is that correct?

20 A Yes.

21 Q And that person that you met with is the gentleman who is
22 Mr. Dellamano, is that correct?

23 A Yes.

24 Q When you filled this out, did you understand that the
25 person that you were meeting with could not actually file your

1 bankruptcy case?

2 A Repeat that.

3 Q That the person who filled this out, and said that you met
4 with an attorney, did not have the authorization to file your
5 bankruptcy case?

6 A No, I wasn't -- not aware.

7 Q Would you have -- did you have a belief when you filled
8 this out and met with Mr. Dellamano that, because all of these
9 things were checked off for representing that you had met with
10 an attorney, that the person you had met with would be able to
11 file your bankruptcy case?

12 A Yes.

13 MR. MILLER: I have nothing further, Your Honor.

14 THE COURT: All right. Mr. Mass, anything else for
15 this witness?

16 RECCROSS EXAMINATION

17 BY MR. MASS:

18 Q Mr. Dorris, you said you later met with Mr. Meriwether,
19 correct?

20 A Yes.

21 Q He does not look like Mr. Dellamano, correct?

22 A No.

23 Q But you knew he was Mr. Meriwether, correct?

24 A Yes.

25 Q Did you get any explanation for why the difference in the

1 two people?

2 A I didn't ask.

3 Q Okay. So it wasn't important to you whether the person
4 you first met with could actually file that bankruptcy
5 petition, or whether you second -- you second -- you met with
6 second could file the bankruptcy petition, could -- did it?

7 A Explain.

8 Q Okay. The only thing that was important is that you have
9 an attorney file the bankruptcy petition, isn't that correct?

10 A Yes.

11 Q You didn't pay attention to whether the first person you
12 met with could file it, or the second person could file it,
13 correct?

14 A I believed the first person was an attorney.

15 Q You believed he was an attorney, but you didn't ask
16 whether he could file it or whether he would be the one to file
17 it, did you?

18 A He told me he would be the one in court with me. So, yes,
19 I thought he was.

20 Q Okay. Did he -- did he tell you that he was there on
21 behalf of Mr. Meriwether?

22 A No.

23 Q Okay. Did you understand there could be more than one
24 attorney in that office?

25 A Yes.

1 Q Okay. And you understood that any attorney that -- as you
2 thought about it, could go ahead and file that petition, and be
3 in the court.

4 A Yes.

5 Q And as long as everything went -- proceeded okay, it
6 didn't matter to you which attorney actually appeared with you,
7 did it?

8 A It would be the one that -- yes.

9 Q Okay. It was okay if Mr. Meriwether actually appeared
10 with you when you went to court.

11 A Yes.

12 Q Now both of them went through your financial information,
13 correct?

14 A Yes.

15 Q Okay. And both of them, after going through it, they --
16 Mr. Meriwether then approved for going ahead to file your
17 bankruptcy, didn't he?

18 A Yes.

19 Q The problem was it didn't get filed, right?

20 A Correct.

21 MR. MASS: I have no further questions.

22 THE COURT: All right. Mr. Miller, anything else?

23 MR. MILLER: Nothing, Your Honor.

24 THE COURT: All right. Thank you, Mr. Dorris, you
25 may step down.

1 MR. MASS: Your Honor, I know it's Mr. Miller's case,
2 but I just wanted to clarify something. Can I then take this
3 file and have it copied, and then, again, file it like I will
4 with the other documents this afternoon or tomorrow morning,
5 depending on how fast my secretary can get it done?

6 THE COURT: Yes.

7 MR. MILLER: Your Honor, we do have a concern about
8 it being filed. It needs to be redacted before it's filed
9 because it has P.I.I. that would violate Rule 9037 if it were
10 filed.

11 THE COURT: Oh, all right.

12 Mr. Mass, there's a Federal bankruptcy rule that says
13 that you shouldn't file documents with personal information
14 such as Mr. Dorris's Social Security number, and account
15 numbers, and things of that nature. So it would need to be
16 redacted before it gets filed.

17 MR. MASS: Okay, I'll get that then.

18 THE COURT: All right; thank you.

19 MR. MASS: In fact, with regard to his tax returns
20 and pay stubs, I could not necessarily file those. We haven't
21 talked about them, but would send copies to the other attorney
22 so it wouldn't be part of a public record.

23 THE COURT: All right; that should be fine.

24 MR. MASS: Okay.

25 THE COURT: But the documents that we talked about

1 here in court, if you want to file those --

2 MR. MASS: Well, there's some others that I would
3 want to file, too, because there may be a reason to talk about
4 those. But I'll make sure that anything I file does not have
5 his full Social Security number. What -- we just put the last
6 four digits?

7 THE COURT: I think. What is that rule number, Mr.
8 Miller? Remind me again.

9 MR. MILLER: It would be -- the child's name would be
10 included, it would be Mr. Dorris's Social Security number, date
11 of birth, and financial account numbers.

12 THE COURT: What's the rule? We'll just send Mr. --

13 MR. MILLER: I believe it's Rule 9037.

14 THE COURT: 9037, that's it; thank you.

15 MR. MASS: Okay.

16 THE COURT: All right.

17 MR. MASS: Okay; thank you.

18 THE COURT: Thank you.

19 MR. MILLER: The plaintiff calls Lisa Larkin.

20 THE COURT: All right. Ms. Larkin, would you please
21 step up to the podium first, please, to be sworn?

22 LISA LARKIN, PLAINTIFF'S WITNESS, SWORN

23 COURTROOM DEPUTY: Please have a seat in the witness
24 box, ma'am. There is a step up, and if you would please speak
25 into the microphone.

1 DIRECT EXAMINATION

2 BY MR. MILLER:

3 Q Good morning, Ms. Larkin.

4 A Good morning.

5 Q Would you state your name for the record?

6 A My name is Lisa Larkin.

7 Q And what is your place of business?

8 A I am a paralegal at the Office of the Chief Disciplinary
9 Counsel.

10 Q Okay. And could you explain what your duties are for the
11 Office of the Chief Disciplinary Counsel?

12 A Yes. As paralegal, I help the staff counsel, as well as
13 chief. Basically any duties that they need me to do, as far as
14 investigative, litigation support, any type of research on
15 cases they may need.

16 Q Okay. Could you explain just for the record what the
17 Office of the Chief Disciplinary Counsel, what their role is in
18 the process?

19 A Yes, sir. We're the regulatory branch of the Supreme
20 Court. We actually investigate ethical complaints against
21 attorneys, and we research the complaints that come into us.

22 Q Okay. And how long have you been with the Office of the
23 Chief Disciplinary Counsel?

24 A I have been there approximately five and a half years.

25 Q Okay. And have you participated in other investigations

1 by OCDC?

2 A Yes, sir, I have.

3 Q Okay. And approximately how many?

4 A Over the course of the five years, I would say anywhere --
5 probably 30 to 40.

6 Q And OCDC's regulatory responsibilities include
7 investigating complaints of the unauthorized practice of law?

8 A Yes, sir, they do.

9 Q Okay. Are you familiar with an entity called Critique
10 Services?

11 A Just from the recent experience I have, that I was asked
12 to investigate some complaints.

13 Q And how are you familiar with Critique?

14 A My boss, Alan Pratzel, as well as Nancy Ripperger, asked
15 me to investigate some complaints that came into our office
16 through the Better Business Bureau.

17 Q And Mr. Pratzel is the Chief Disciplinary Counsel of the
18 State of Missouri, is that correct?

19 A Yes, sir, he is.

20 Q Okay. And as part of your investigation, did you
21 interview clients of Critique and its affiliated attorneys?

22 A Yes. There was a number of complaints that came in, and I
23 was asked to call and contact the complaints since January of
24 2011.

25 Q Okay. And where was the source of these complaints?

1 A The Better Business Bureau had provided our office with a
2 list of complaints that they received from -- against Critique
3 Services.

4 Q Okay. And at whose direction did you interview these
5 clients?

6 A It was at the direction of Mr. Pratzel, as well as Ms.
7 Ripperger.

8 Q Okay. Did you interview everybody who had filed a
9 complaint with the Better Business Bureau during the time frame
10 you've mentioned?

11 A Because there was a large amount of complaints, sir, they
12 narrowed it down to the time frame starting January, 2011. And
13 then I tried to contact all of the complaints, the individuals
14 who had filed the complaints from that time frame forward.

15 Q Approximately how many clients were you able to contact?

16 A I was able -- there was 81 complaints. I was able to
17 speak to 46 of those people.

18 Q And could you tell us when you conducted these interviews?

19 A It started the second week of December and carried through
20 until, probably the first week of February.

21 Q And when you say "December," you're referring to 2015
22 and --

23 A Yes, sir; I'm sorry.

24 Q -- and February of --

25 A 2015.

1 Q -- 2016.

2 A Yes, sir, that's correct.

3 Q Okay. Could you explain the process of how you would go
4 about interviewing each of these clients?

5 A The Better Business Bureau had -- had a sheet with each
6 person's name, their contact information, phone numbers, and
7 the address. And all the interviews were conducted on the
8 phone. So I would contact the people, introduce myself, make
9 sure they were willing to speak with me. And I just asked
10 about their experiences they've had with Critique Services.

11 Q Okay. And you conducted these interviews by telephone, is
12 that correct?

13 A That is correct.

14 Q Okay. Would you turn to -- there's a binder in front of
15 you -- Exhibit 3? Have you seen this before?

16 A Yes, sir.

17 Q Okay. And did you complete this affidavit?

18 A Yes, sir, I did.

19 Q Okay. And did you read it before you signed it?

20 A Yes.

21 Q And to the best of your knowledge, is it true and correct?

22 A Yes, sir.

23 Q And are you familiar personally with the memorandum that
24 is attached and incorporated by reference into your affidavit?

25 A Yes, I am.

1 Q Okay. And did you prepare that memorandum?

2 A I did.

3 Q And what information did you include in that memorandum?

4 A It's basically a summary of all the conversations, and it
5 helps give a brief background of what Critique does, how we
6 came upon getting these complaints from Critique, who asked me
7 to conduct the hearings, and it -- I also used an order that
8 was done against Dean Meriwether to be included in this as the
9 exhibit. I included this so it shows a number of the people
10 that are attached that have been -- that use Critique Services.

11 Q Okay.

12 A And it also goes into depth of the 26 people that I
13 mention in this memorandum of the people that we -- would be
14 willing to testify of come forward and tell their story.

15 Q Okay. And how did you determine which 26 summaries to
16 include in this memo out of the 40 -- approximately 40 that you
17 conducted?

18 A Out of those, some people were not willing to come forward
19 at all; some people did not want to get involved. So the 26
20 that was inclusive in this memorandum are people that would be
21 willing to speak to our office in further detail. At the time,
22 we didn't know if it would go any further.

23 Q When you prepared these summaries, were they prepared
24 based on your own personal conversations with each of these
25 persons named?

1 A Yes, sir, they were.

2 Q Okay. And you personally prepared these summaries?

3 A Yes, I did.

4 Q And to the best of your knowledge, they're true and
5 accurate reflections of your conversation with each of those
6 clients of Critique and its affiliated entities?

7 A Yes, sir, they are.

8 Q Okay. Have any of the clients that are referenced in your
9 summary memorandum contacted your office to retract or change
10 any of the information that's reflected in the summary?

11 A No, sir.

12 MR. MILLER: I have nothing further for the witness,
13 Your Honor.

14 THE COURT: Thank you. Mr. Mass, do you have some
15 cross examination for this witness.

16 MR. MASS: I do (indiscernible - not at microphone).

17 THE COURT: Um-hum.

18 CROSS EXAMINATION

19 BY MR. MASS:

20 Q Ms. Larkin, you have no personal knowledge of any of the
21 facts stated in your affidavit of the complaints by these
22 individuals, do you?

23 A I'm sorry; personal knowledge?

24 Q Yeah. You don't have any personal knowledge of what
25 Rhonda Amos (phonetic) told you, Edward Burton (phonetic),

1 Darren Carr (phonetic), or whether those facts are true and
2 correct?

3 A Sir, I can only go from the interview, what I spoke to
4 them on the phone.

5 Q Okay.

6 A I did look at Pacer, and look at the case to see if
7 anything had been filed or not.

8 Q Okay. Did you go and ask for permission to look at the
9 attorney/client file?

10 A No, sir, I did not.

11 Q Okay. Did you think that that might have information that
12 would assist you in determining the accuracy of what you were
13 told?

14 A Sir, at this point, I was just doing the investigative
15 information to see if people would be willing to testify
16 further.

17 Q Okay. But you didn't check through the -- to determine
18 the accuracy of what they told you, did you?

19 A Yes, sir. Most of the information that I put in this
20 memo, I felt was true and accurate, and I could confirm what
21 they said.

22 Q You can confirm if they had complaints about how they were
23 treated at Critique Services's office?

24 A This was -- this is just the words that they spoke to me.

25 Q Okay. So all you could record was the words they spoke to

1 you. You didn't go and look at the attorney/client file to see
2 if there were records that would corroborate or show what they
3 said, or would show what they said was not totally accurate.

4 A No, sir, I was not -- did not look at the -- the
5 attorney/client files, as you requested.

6 Q Okay. When you did other investigations for the Office of
7 Disciplinary Counsel, did you look at attorney/client files to
8 corroborate information?

9 A At some point, sir, my initial -- when I do the initial
10 investigation, it's to look into the background, or look into
11 the information that the complainants have filed. So -- I mean
12 as the case moves forward, we may go into more depth. But this
13 was the initial cursory review of these individuals.

14 Q Okay. So this was only a cursory review, correct?

15 A When -- in my opinion. I mean it was -- I spoke to a lot
16 of people to find out what their story was.

17 Q Right. But you said this was -- you just said, it was
18 your words, "This was a cursory review of what people said."

19 A This was my review, sir. I knew -- I knew at this point,
20 it would go to other people to look at.

21 Q Did you just testify that you did a cursory review, and
22 didn't go through and do anything in more detail?

23 A On my part, yes, sir.

24 Q Okay. Did anybody else follow-up and do anything else
25 that you know of?

1 A I'm not privy to that, sir.

2 Q Okay. Do you know how many cases were filed by attorneys
3 affiliated with Critique Services?

4 A No, sir, I do not.

5 Q Okay. So you don't know whether these 81 complaints were
6 a small percentage or a large percentage of what cases were
7 handled by attorneys affiliated with Critique Services, do you?

8 A I -- I just answered I do not know the number of cases
9 they filed.

10 Q Now all of these complaints occurred after June 10th of
11 2014, is that correct?

12 A No, sir.

13 Q Okay. Would you look at your list and tell me which one
14 occurred before June 10th, 2014?

15 A The inter -- the complaints we looked at started January
16 of 2011. And then if I only mention some of these, those are
17 the most recent that I thought were the most pressing.

18 Q Well, will you look at these and say which one of these
19 clients or these people were served by an attorney affiliated
20 with Critique Services before June 10th, 2014?

21 MR. MILLER: I mean, Your Honor, I can -- the exhibit
22 says what it says. There are some entries in there that meet
23 the criteria of the question.

24 MR. MASS: Well, my reading of this, Your Honor, is
25 that all of these -- the ones where a date is --

1 THE COURT: Well --

2 MR. MASS: -- are all -- are all for clients who were
3 served after June 10th, 2014.

4 THE COURT: Some of them have dates, and some of them
5 don't have dates.

6 MR. MASS: The vast majority have dates, and all of
7 them are after June 10th, 2014.

8 MR. MILLER: That's simply not correct. Entry 21
9 refers to a client who first met with Critique in May of 2014.
10 That representation's just simply not quite accurate.

11 MR. MASS: Your Honor, she said she started the
12 process in May of 2014, and most of it would have been handled,
13 therefore, after June 10th, 2014. So I think it is accurate.

14 THE COURT: Well, I think the document speaks for
15 itself.

16 MR. MASS: Okay.

17 BY MR. MASS:

18 Q Did you seek out any person who had been served by
19 Critique Services after January 1st, 2011 to see whether they
20 were satisfied, or what happened with their case?

21 A Could you repeat the question, please?

22 Q Did you seek out any person who was served by Critique --
23 an attorney affiliated with Critique Services in 2011, 2012,
24 2013?

25 A I spoke to no attorneys involved with Critique Services.

1 Q Did you seek out clients who had been served by those
2 attorneys in the prior years?

3 A The people I contacted had filed complaints with the
4 Better Business Bureau, sir.

5 Q So you didn't -- you didn't seek out any other persons who
6 had been served by attorneys affiliated with Critique Services
7 to see if those persons had been appropriately handled or
8 satisfied with the service?

9 A I only contacted complaints we received from the Better
10 Business Bureau, sir.

11 Q So is the answer that you did not seek out anybody else?

12 A I did not seek out anybody else except for the people they
13 required me to contact.

14 Q Did you review the consent order of July 31, 2007 between
15 Critique Services, Ms. Diltz, the U.S. Trustee, and made an
16 order of this Court?

17 A I did not review it.

18 Q Did you seek -- never mind.

19 MR. MASS: That will end my questioning.

20 THE COURT: All right. Mr. Miller, any redirect?

21 MR. MILLER: Yes, Your Honor.

22 REDIRECT EXAMINATION

23 BY MR. MILLER:

24 Q You said you checked public databases for information that
25 was consistent with the information contained in the statements

1 that the debtors -- the clients made to you, is that correct?

2 A That is correct.

3 Q So while you did not review the attorney/client file, you
4 did attempt to at least corroborate some of the information
5 that was provided by the clients.

6 A That is correct, sir.

7 Q And you did so -- and what documents did you review to try
8 and corroborate that?

9 A They would say they contacted Critique Services. If it
10 wasn't filed, I tried to go back in to Pacer to determine if
11 their bankruptcy had been filed after their complaint was
12 filed.

13 Q All right. So you -- for at least the complainants who
14 had -- had a filed bankruptcy case, you did try to verify that
15 the information about their filing that they had told you was
16 true and accurate?

17 A That is correct. And I tried to find out what the time
18 frame was from the time that they filed their complaint to if
19 their bankruptcy was filed of record, and if there was either a
20 discharge or a dismissal of the case.

21 Q So --

22 A Or if it was still pending.

23 Q So was there ever an instance where a client told you that
24 Critique had not filed the case where you found that, in fact,
25 a case had been filed during the time frame they said it

1 hadn't?

2 A No, sir.

3 Q Okay. Were you generally able to corroborate the -- from
4 the information available to you, the statements that were
5 made?

6 A That is correct.

7 Q Okay. Did you ever find any gross inaccuracies or
8 inconsistencies between the public record and the information
9 you received directly from the client?

10 A No, sir.

11 MR. MILLER: Nothing further, Your Honor.

12 THE COURT: All right. Mr. Mass, anything else for
13 this witness?

14 RECCROSS EXAMINATION

15 BY MR. MASS:

16 Q All you could corroborate was whether a case was filed or
17 not, correct?

18 A If a case was filed, if it had been dismissed, or if it
19 was still pending.

20 Q Okay.

21 A And I could review the docket report, sir, and find out
22 exactly what was missing, if anything from the -- from the
23 required bankruptcy documents.

24 Q Well, you couldn't verify from that whether someone had
25 met with an attorney on a certain date, or some other person,

1 could you?

2 A No, sir.

3 Q And you couldn't verify whether that person was actually
4 Dean Meriwether, that the person said they met with, could you?

5 A I could only go on what they spoke to me on the phone.

6 Q Okay. However, you saw by the examination of Mr. Dorris's
7 file that had you looked at attorney/client files of Mr.
8 Meriwether, you might have been able to corroborate or
9 challenge the accuracy of some of the other statements made,
10 could you?

11 MR. MILLER: Objection, Your Honor. It calls for
12 speculation, and those files were not available. They're
13 privileged files.

14 MR. MASS: Oh, did --

15 THE COURT: I'll sustain the objection.

16 BY MR. MASS:

17 Q Did -- did anyone refuse to give you permission to look at
18 the attorney/client file?

19 A I did not ask for the attorney/client file, sir.

20 Q Okay. And did you go to Mr. Pratzel, or someone, to say,
21 "Well, did these people who have complained, did they waive
22 attorney/client because they told me about conversations they
23 had with attorneys or staff of the attorneys?" Did you bring
24 that issue up with Mr. Pratzel?

25 A No, I didn't.

1 MR. MASS: Nothing.

2 THE COURT: All right. Mr. Miller, anything else?

3 MR. MILLER: Nothing, Your Honor.

4 THE COURT: All right. Thank you, Ms. Larkin. You
5 may step down.

6 Mr. Miller, you may --

7 MR. MILLER: Your Honor, we have no other witnesses.
8 Because this was a summary proceeding, I only asked Ms. Larkin
9 and Mr. Dorris to appear personally. We have included as
10 attached to our motion additional exhibits, including the
11 original settlement agreement.

12 We also have attached an affidavit from Mr. Mullin,
13 who was -- which was filed before the Court in a matter before
14 Judge Rendlen.

15 And we also have attached deposition testimony of Ms.
16 Diltz, which we think is admissible as statements of a party
17 opponent.

18 And then finally for this proceeding, we have
19 attached as Exhibit 6 an affidavit that we did not become aware
20 of until yesterday from a Mr. Rivero, investigator with the
21 Attorney General's Office, filed in the Circuit Court in St.
22 Louis County on March 8th. It was executed just on March 7th.
23 We became aware of the affidavit yesterday morning. I
24 attempted to contact the Attorney General's Office to see if
25 Mr. Rivero would be available to testify here today. I was not

1 able to get -- secure Mr. Rivero's attendance on such short
2 notice.

3 But I would ask the Court to accept the affidavit,
4 which is permissible under well-settled law, and the Court can
5 assign whatever weight the Court wants to with respect to that
6 affidavit.

7 So we would ask that Exhibits 1 through 6 be
8 admitted.

9 THE COURT: All right. Mr. Mass, any objection to
10 Exhibits 1 through 6 being admitted?

11 MR. MASS: Well, other than my objections about the
12 hearsay, no. I mean I don't think the hear -- this decision in
13 this case should be supported based upon hearsay.

14 THE COURT: All right. Mr. Miller?

15 MR. MILLER: Well, I think we've cited in our brief,
16 and I could argue it, Your Honor, but we've cited a long line
17 of Circuit cases to have considered the issue of whether
18 hearsay is admissible for the purposes of a preliminary
19 injunction. And I believe there are six circuits that have
20 addressed the issue, all of them have said it's admissible.
21 There is simply no contrary law.

22 And, in fact, the Second Circuit case, which is the
23 most recent, thought that it was almost a frivolous argument.

24 THE COURT: All right. And I have had my law clerk
25 review those cases, so I'll overrule the objection, and I'll

1 admit the exhibits --

2 MR. MASS: Okay.

3 THE COURT: -- 1 through 6.

4 MR. MASS: One other matter before I begin. It's my
5 understanding -- and Mr. Miller made a statement that Ms. Coyle
6 had her license suspended because she didn't do CLE work. My
7 understanding is that's been corrected, and that that's not an
8 accurate statement.

9 And I --

10 THE COURT: Well --

11 MR. MASS: I want --

12 THE COURT: I'll tell you what the Court -- we have
13 in front of us. My Clerk of the Court has received an order
14 from the Missouri Supreme Court that indicated that Ms. Coyle's
15 license was suspended as of March 1. It does not tell us why.
16 She has four cases that are pending in this Court.

17 MR. MASS: Yeah.

18 THE COURT: And those matters will be set for show
19 cause for her to explain what the issue is regarding that
20 matter.

21 In the interim, Ms. Coyle's CM/ECF login and password
22 has been suspended, which is our standard practice out of the
23 Clerk's Office when we receive information that a lawyer has
24 been -- does not have a valid Missouri license.

25 MR. MASS: Right. Well, I'll file corrected

1 information.

2 THE COURT: All right.

3 MR. MASS: Okay. Along with the other documents
4 among --

5 THE COURT: All right. All right. Then, Mr. Mass,
6 you may call your first witness.

7 MR. MASS: Mr. Dellamano.

8 THE COURT: All right. Mr. Dellamano, would you step
9 up to the podium first, please, to be sworn?

10 ROBERT DELLAMANO, DEFENDANT'S WITNESS, SWORN

11 COURTROOM DEPUTY: Please have a seat in the witness
12 box, sir. There is a step up. And if you would please speak
13 into the microphone.

14 DIRECT EXAMINATION

15 BY MR. MASS:

16 Q Would you please state your name and your address?

17 A Robert Dellamano, 4849 State Route 15, Freeburg, Illinois
18 62243.

19 MR. MILLER: Mr. -- I need to interrupt, Mr. Mass.

20 MR. MASS: You can.

21 MR. MILLER: Mr. Dorris's attorney wanted to know if
22 Mr. Dorris could be released because he has some other matters
23 that he needs to attend to.

24 THE COURT: Oh, all right. Mr. Mass, I would assume
25 you have no other questions for Mr. Dorris today?

1 MR. MASS: No, I do not.

2 THE COURT: All right. Yes, he may be excused.

3 MALE SPEAKER: Thank you, Your Honor.

4 BY MR. MASS:

5 Q Mr. Dellamano, do you recall Mr. Dorris?

6 A Prior to this, I wouldn't have been able to connect his
7 face with his name. He seems familiar as we've proceeded.

8 Q Okay. Did you see the various documents that I showed
9 him?

10 A I did.

11 Q Okay. Now on the retainer agreement, did you sign this
12 retainer agreement with Mr. Dellamano?

13 A With Mr. Dorris?

14 Q With -- I'm sorry.

15 A Yes.

16 Q Mr. Dorris.

17 A Yeah.

18 Q Okay. Would you explain what you told Mr. Dorris in
19 identifying yourself?

20 A Uh, it was pretty standard. Substantially similar to I
21 work for Mr. Meriwether, I am contracted with Mr. Meriwether,
22 he's my supervising attorney, he will be the attorney that will
23 be at attorney conference and hearings with you.

24 Q Did you ever say that you were Mr. Meriwether?

25 A Absolutely not.

1 Q Did you ever say that to any prospective client that came
2 into the offices where Mr. Meriwether worked?

3 A No.

4 Q Okay. Did you ever represent that you would go to court
5 with that person?

6 A No.

7 Q Did you ever talk about your status with regard to this
8 Court with the person?

9 A Not at that time. Later, subsequently, months later, I
10 did, yes.

11 Q Okay. Going back to August of 2015, did you give any
12 advice to the debtor, such as Mr. Dorris, as to whether they
13 should file a Chapter 7 or Chapter 13?

14 A No, the -- my role at that time was to go over the
15 debtor's paperwork for accuracy, and none of the information or
16 things that I would discuss with them was legal advice. And
17 Mr. Dorris himself even said I did not advise him to do a 7 or
18 a 13.

19 Q Okay. Now when you signed this document, the retainer
20 agreement, you put your initials there, is that correct?

21 A Correct.

22 Q Was that signed at the same time Mr. Dorris signed the
23 document?

24 A That's correct.

25 Q Okay. Did you -- did you indicate to Mr. Dorris what your

1 name was at any point?

2 A I introduced him -- myself as Robert Dellamano.

3 Q Okay. Now the next thing concerns the income tax refund.

4 A Um-hum.

5 Q Is that -- you -- you can't --

6 A Yes.

7 Q -- uh-huh or un-un't.

8 A Yes.

9 Q As an attorney, you should know.

10 A Yeah, I do.

11 Q Did you give Mr. Dorris any advice with regard to this
12 document?

13 A No, I did not. As a matter of fact, questions asked of me
14 regarding things like that, I would direct the client to have
15 with Mr. Meriwether at the attorney conference when I explain
16 the process.

17 Q How about this sheet, did you go over the checklist with
18 Mr. Dorris?

19 A Yes.

20 Q And would he go over that with you? Or did he go over
21 that with you?

22 A I informed him of what these statements said.

23 Q Okay. And when you checked it off, that means you covered
24 that area with Mr. Dorris?

25 A That's correct.

1 Q Whatever it was. And by signing that, did you indicate to
2 Mr. Dorris that he was confirming that you had reviewed all
3 this material with him?

4 A That's correct.

5 Q And then you signed that with your initials?

6 A Yes.

7 Q And what's your full name?

8 A My full name is Robert James Dellamano.

9 Q And does this have your full signature?

10 A The J doesn't always come out so well, but it's R.J.D.

11 Q Did you sign this receipt?

12 A I did.

13 Q Did the receipt, or any receipt you gave Mr. Dorris, have
14 any indication that it was a receipt from Critique Services, or
15 Mr. Meriwether, or anybody else?

16 A Not any one that I've given him.

17 Q Okay. And when you took in that money, what did you do
18 with it?

19 A I took it to Mr. Meriwether at the end of the day.

20 Q When you say "at the end of the day," in other words, if
21 you helped review financial information with several persons,
22 you would take -- accumulate the money and take all of that to
23 Mr. Meriwether?

24 A That's correct.

25 Q Okay. Did you handle any of the financial books or

1 records?

2 A Not beyond that and the receipt, giving it to him.

3 Q On this questionnaire, did you tell Mr. Dorris any
4 information that he should fill out on that?

5 A No. They would bring those to me filled out as best as
6 possible, that's all his information. My role was to say "Is
7 this your correct address? Is this this?"

8 Q Okay. And --

9 A Make any corrections.

10 Q And to ask him if he listed all his debts, and ask him if
11 he listed all his child support or --

12 A Correct.

13 Q Just make sure everything was listed.

14 A Correct.

15 Q Correct. When Mr. Dorris filled out that -- on Page 5,
16 that he was willing to surrender his 2008 Chrysler, did --

17 A Yes.

18 Q -- did you encourage him to do that one way or the other?

19 A No, I just asked -- I said you're wanting to keep the
20 first one, and surrender the second one.

21 Q And --

22 A And I believe -- if -- if I recall, his answer was
23 affirmative, yes.

24 Q There is a little marking on the side of Page 10.

25 A Um-hum.

1 Q Is that your -- your writing that says includes dependant?

2 A That's me.

3 Q Did you make any other writings on this form?

4 A I would have to look. I don't see anymore. I would have
5 to look over the actual document to see if there was any other
6 correction made while he was there.

7 MR. MASS: May I just hand it to him, Your Honor?

8 THE COURT: You may.

9 A On Page 5, Number 1, where it says, "Cash on hand," that
10 was changed from \$400 to \$57.

11 Q Was that in your writing?

12 A The 57 is in my writing, yes.

13 Q And would that have been after talking with Mr. Dorris?

14 A That would have been while he was right there, and I was
15 going over each question for accuracy. Those are -- that's the
16 only ones that I see.

17 Q With regard to your status, as an attorney, but not yet
18 admitted to this Court in August of 2015, did you do any
19 research as to whether you had permission to still interview a
20 client, and talk to the client, and ask --

21 ECRO: I'm sorry (indiscernible).

22 MR. MASS: I'm sorry.

23 BY MR. MASS:

24 Q To interview -- to interview a client of an attorney you
25 were working with and the authority in the bankruptcy

1 proceedings to find out information from that person?

2 A No, because the -- I was under the impression that the
3 information and, to the best of my knowledge, all of the
4 information, being discussed by me was readily available on the
5 Internet from Federal bankruptcy sites, the Eastern District of
6 Missouri sites, and all being done under the supervision of Mr.
7 Dean Meriwether.

8 Q Okay. And you were not giving any legal advice?

9 A No, as Mr. Dorris said, I did not counsel him which
10 bankruptcy chapter to file.

11 MR. MASS: I have no further questions.

12 THE COURT: All right. Mr. Miller, cross
13 examination.

14 CROSS EXAMINATION

15 BY MR. MILLER:

16 Q Mr. Dellamano, you testified earlier that you recognize
17 this document, is that correct?

18 A That's correct.

19 Q Do you see where the first statement says that the client
20 has met with an attorney on the initial visit?

21 A I do.

22 Q Is that true and accurate?

23 A Yes, I am an attorney.

24 Q But were you an attorney licensed to practice in either
25 Missouri or in this Court at the time you met with Mr. Dorris?

1 A No, I was not.

2 Q Did you inform Mr. Dorris of that fact?

3 A Not at that time; I informed him I was an attorney.

4 Q Okay. What would be the purpose of meeting with an
5 attorney if you were not providing him legal advice?

6 A Because at that time, no legal advice is being given.
7 It's simply going over paperwork that the debtor has filled
8 out, so for accuracy and completeness.

9 Q Do you see the third statement from the bottom where it
10 says the client has been advised that there is no protection
11 under the Bankruptcy Code with respect to certain actions until
12 the case is filed?

13 A I do.

14 Q Would you not consider that giving the debtor legal advice
15 as to what the Bankruptcy Code does and does not protect?

16 A No, because that information is readily available on
17 legitimate web sites. Any information that a client or a
18 debtor can go get on their own is not then giving legal advice
19 because I did not advise him what he should do pursuant to if
20 he had a garnishment, a repossession, or a foreclosure.

21 Q But you advised him that such actions would not cease
22 until the case was filed, is that correct?

23 A I read that statement to him, yes.

24 Q Okay. Do you not think that you, being an attorney, that
25 would be legal advice?

1 A No. When I'm -- when I have explained to the debtor that
2 I am under the supervision of Dean Meriwether, who is his
3 attorney.

4 Q Okay. Were you familiar with the 2007 injunction at the
5 time you met with Mr. Dorris?

6 A Vaguely.

7 Q Okay. Were you aware that that Court order required an
8 attorney to meet with Mr. Dorris before any services could be
9 rendered to him?

10 A I was not aware of that. Dean Meriwether and I -- he
11 said, "Meet with these clients. This is the intake forms, this
12 is what you use."

13 If that were the case that -- that a debtor had to
14 meet with an attorney on his initial visit, it satisfies it
15 because they met with me.

16 Q Okay. What would be the purpose as a -- since you are an
17 attorney, of having a client meet with you if you were not
18 providing him legal advice?

19 A Because the purpose is to gather their written information
20 on a questionnaire for the attorney who's going to provide them
21 legal advice to do follow-up with them at the attorney
22 conference.

23 Q Is it your testimony here today that Mr. Dorris did not
24 ask you any questions which required the giving of any legal
25 advice?

1 A I don't know if he did. If he did, I would not have
2 answered them as an attorney giving legal advice, and would
3 have informed him that the attorney conference with Mr.
4 Meriwether is where all legal advice would be given, and make
5 sure his petition is true and correct.

6 Q But you made sure that Mr. Dorris gave you additional
7 information in which to prepare -- that somebody could prepare
8 his petition, is that correct?

9 A What additional information?

10 Q Well, he would -- this information went somewhere that
11 you received at this interview, is that correct?

12 A It went to Mr. Meriwether.

13 Q Okay. Well, Mr. Meriwether would have used that
14 information to prepare a petition, is that correct?

15 A I would assume --

16 Q Isn't that the whole goal of this proceeding -- this?

17 A I would assume so.

18 Q Okay. Would he not have needed to make sure that all of
19 the information in that petition was accurate?

20 A Of course he would, that's what the attorney conference is
21 for.

22 Q Well, at the time of the attorney conference, and your
23 understanding of how this worked, the petition was already
24 completed, is that correct?

25 A The petition was printed up, then gone over with the

1 debtor for accuracy, and correctness, and completeness --

2 Q You --

3 A -- before the debtor would sign it for filing.

4 Q Okay. You testified earlier you don't remember exactly
5 meeting Mr. Dorris, is that correct?

6 A I said I didn't remember him exactly to put a name to a
7 face before this proceeding.

8 Q And I believe -- and correct me if I'm wrong. That when
9 Mr. Mass asked you about what you would tell clients, you
10 started that answer by saying generally you would tell clients.

11 Q I -- what I said was it would be substantially similar to
12 I work for Mr. Meriwether, I'm under contract to Mr.
13 Meriwether, he is my supervising attorney. One of those
14 phrases, or very similar to that.

15 Q Okay. But you don't have any independent recollection of
16 what you told Mr. Dorris?

17 A Not specifically, no.

18 MR. MILLER: Okay. I have nothing further.

19 THE COURT: All right. Mr. Mass, any redirect for
20 this client?

21 MR. MASS: Yes.

22 REDIRECT EXAMINATION

23 BY MR. MASS:

24 Q After Mr. Meriwether reviewed a petition with a client
25 that had been preprinted, if the -- would there often be

1 changes in information that was included in the petition?

2 A Yes.

3 Q If there were changes after that interview, was the matter
4 given to a -- what was called the processor, or a person to
5 change it before the final petition was prepared and signed by
6 the client?

7 A I believe it would be. I'm not exactly sure who Mr.
8 Meriwether gave them to at the time.

9 Q But then the preliminary mockup of the petition would be
10 changed to reflect the information that Mr. Meriwether gathered
11 with the client.

12 A That's correct.

13 Q Before the client would sign it.

14 A It would be given back to the client to review again. And
15 if it was accurate, then the client would sign it, and then it
16 would be filed.

17 Q Okay.

18 MR. MASS: Nothing further.

19 THE COURT: Mr. Miller, anything else?

20 MR. MILLER: Nothing, Your Honor.

21 THE COURT: All right. Thank you, Mr. Dellamano.

22 You may step down.

23 All right. Mr. Mass, you may call your next witness.

24 MR. MASS: Mr. Pruitt.

25 THE COURT: Mr. Pruitt, would you step up to the

1 podium, please, first to be sworn?

2 MR. MILLER: Before Mr. Pruitt is sworn, can I ask
3 Mr. Mass to make an offer of proof as to what Mr. Pruitt is
4 going to testify to? Because it's my understanding that what
5 Mr. Pruitt may testify to is not admissible.

6 THE COURT: All right. Mr. Mass --

7 MR. MASS: Well --

8 THE COURT: -- could I get an offer of proof?

9 MR. MASS: Well, first Mr. Miller said he doesn't
10 have to harm. And then he says you should issue an injunction
11 so there's no irreparable harm.

12 So Mr. Pruitt is going to testify to facts that might
13 go to the issue of harm of issuing a preliminary -- or
14 temporary restraining order at this time.

15 THE COURT: Mr. Miller?

16 MR. MILLER: My understanding -- and maybe Mr. Mass
17 can correct the record -- is that Mr. Pruitt is going to give
18 his opinion as to whether or not there is harm. Mr. Pruitt, I
19 don't believe, is an expert witness.

20 I don't believe that he -- and maybe we need to have
21 the witness testify, and then we can address this after the
22 fact. But my understanding is he's going to give opinion
23 testimony.

24 MR. MASS: Well, partly opinion testimony. But I
25 think he qualifies as an expert dealing with the lower income

1 African American community because of his work and his past
2 experience.

3 THE COURT: Mr. Miller?

4 MR. MILLER: I mean we -- and to the extent that he's
5 going to give opinion testimony, we're going to object. I
6 don't know if the Court wants to hear the testimony, and then
7 rule on whether it's admissible or not.

8 THE COURT: All right. We'll put him on the stand,
9 and let's see what specific objections you have, Mr. Miller.

10 Mr. Pruitt -- I'm sorry. Please step up to the
11 podium, please, to be sworn.

12 ADOLPHUS PRUITT, DEFENDANT'S WITNESS, SWORN

13 COURTROOM DEPUTY: Please have a seat in the witness
14 box, sir. There is a step up. And if you would, please, speak
15 into the microphone.

16 DIRECT EXAMINATION

17 BY MR. MASS:

18 Q Would you please state your name and your business
19 address?

20 A Adolphus Pruitt, President, St. Louis City, NAACP 4811
21 Delmar Avenue, St. Louis, Missouri 63108.

22 Q Okay. Will you give us your educational background, sir?

23 A Oh, yeah, I have a bachelors in business and accounting.

24 Q Okay. And where did you receive your degree from?

25 A Missouri Baptist.

1 Q And when did you receive your degree?

2 A Oh, my God. Somewhere in the '80's, I don't remember.

3 Q Okay. Will you please recount your work experience after
4 receiving your degree?

5 A Oh, for the -- well, my work experience starts before I
6 received my degree. I've been self-employed as a business
7 consultant, an entrepreneur since -- oh, my God, since I was 22
8 years old. I've owned any number of businesses, I've consult
9 with any of -- number of clients, I've developed extensively
10 real estate development here in the City of St. Louis.

11 Q Okay. What -- what business consulting -- can you give us
12 examples of business consulting you did with clients? What
13 issues.

14 A Everything from formations, business start-up, formations,
15 acquisitions, some mergers, general. I -- I -- all across the
16 board.

17 Q Okay. And what kinds of businesses did you operate?

18 A Me personally, real estate development, had a warehousing
19 and manufacturing concern at one point in time, believe it or
20 not, I started off doing a facial moisturizer, I was in the
21 health and beauty aids business for a while, manufacturing a
22 moisturizer. All across the board.

23 Q Okay. Did you retire from your private business?

24 A Well, I wouldn't say retire. I -- I -- let's just say I
25 took a sabbatical.

1 Q Okay. And what did you do after you took a sabbatical?

2 A I spent the past six years working in any number of
3 capacities within the NAACP as it relates to minority business
4 development, minority business participation, as it relates to
5 -- on the political action side, dealt with proposing
6 legislation, policy development. And then as it relates to
7 social economic issues, doing most of the studying and
8 research, dealing with the issues that impact underserved
9 populations, specifically underserved African American
10 populations in the St. Louis region.

11 Q What -- can you elaborate on what research you've done in
12 that area of underserved population?

13 A A good example would be we've -- on an ongoing basis, look
14 at the demographic information as it relates to health
15 outcomes, as it -- well, the best way to put it is our position
16 is is that economic based theory holds that communities and the
17 populations in those communities, in order to prosper, must
18 have income. Income which is primarily derived from the wages
19 that they earn. And when that does not happen, that population
20 suffers adverse catastrophic outcome, such as poor health
21 outcomes, poor education outcomes, high crime across the board.
22 Every -- every adverse outcome that impacts a community is, one
23 way or another, derived from the lack of or the inability to
24 increase household income.

25 Q Do you -- in that socioeconomic research in what you're

1 doing, do you also look at what impact excessive debt has on
2 households?

3 A Absolutely, can't get around it. We've -- you know, we've
4 had -- have opportunity to work with or look at any number of
5 impact studies, whether they're done on academia, whether
6 they're done on a professional side to try to get some
7 understanding of how underserved populations are impacted one
8 way or the other, whether it's from debt, whether it's from a
9 lack of education, whether it's health outcomes. Everything
10 across the board. It's our intent to just have a good
11 understanding of the things that impact the community so we can
12 better direct our attention to policy and pathways that would
13 help abate those issues.

14 Q Did Ms. Diltz, at some point, come to discuss with you her
15 situation with Critique Services and what was happening to its
16 ability to have its attorneys it was affiliated with provide
17 services to low income persons?

18 A Yeah, absolutely. She filed a complaint with us, yes.

19 Q Okay. And have you started an investigation?

20 A Yes.

21 Q And what are you doing with regard to your investigation?

22 A Well, actually is -- you know, to some degree, it's
23 looking at three specific areas that have raised, at least,
24 some initial concerns for us. First and foremost that at
25 least, at minimum, some time between mid-2014 til now, there

1 can be somewhere between 200 to 700 clients, primarily African
2 Americans, seeking relief from debt from the Bankruptcy Court
3 who are no longer represented by counsel, and that their
4 ultimate disposition is something that is speculative at this
5 point in time;

6 Two is that how does -- how has that impacted the
7 ability for Critique Services, LLC as a ongoing minority
8 concern to continue to operate;

9 And then, three, was that -- is as the activities of
10 the courts and the trustees created a disparate impact on both
11 the ongoing minority business concern and, two, the populations
12 who are using that service at the price point.

13 Q Okay. In your looking into this matter, did you find any
14 other attorney, or law firm, or attorney services providing
15 similar bankruptcy services at that -- the price point Critique
16 Services --

17 A Yeah, we --

18 Q -- the attorneys affiliated with Critique were providing?

19 A We did a -- I hate to use the word "cursory" since I've
20 seen that butted about earlier, but we did take some -- some
21 look to see what were the competitors charging as it relates to
22 provide what we think would be comparable services. And, you
23 know, that -- those dollars amount range from anywhere from a
24 thousand to several thousand dollars. I think we even looked
25 at what the trustees charge, I think it was like 12 hundred,

1 something like that. It was -- the price point was a lot
2 higher than what they were -- what they were paying utilizing
3 Critique Services.

4 Q Okay. Utilizing the attorneys that had a contract with
5 Critique Services.

6 A Exactly.

7 Q Yeah.

8 A Absolutely.

9 Q Yeah, okay. Did you -- you come to some conclusion about
10 the need for attorneys to provide bankruptcy services at the
11 price point Critique Services, LLC was providing the --

12 MR. MILLER: Objection.

13 Q -- services -- their attorneys?

14 MR. MILLER: Objection, Your Honor. This calls for -
15 - the witness has not been qualified as an expert. He's not
16 been offered as an expert, and I've heard no testimony about
17 his expert -- his ability based on a survey of local attorneys'
18 price point to make this determination.

19 THE COURT: Mr. Mass?

20 MR. MASS: I think he is an expert, and that he can
21 answer that and state his opinion with regard to the impact on
22 the community he works with, and he analyzes and reviews
23 socioeconomic.

24 THE COURT: Well, I don't believe he's been certified
25 as an expert. And I think that his testimony was that he's

1 made some review of the competitors' charges, but not a
2 complete review of all the charges for attorneys' fees in this
3 District.

4 So I'll sustain the objection.

5 MR. MASS: Well, I think this Court could take
6 judicial notice. I've looked at a couple of the other
7 attorneys' fees, and I've seen no one with comparably low fees.
8 So -- and it would be hard to -- I mean you have more
9 experience, but -- and you have the fees come before you every
10 -- every bankruptcy. But I don't think there's anyone with
11 comparably low fees.

12 THE COURT: Okay. I can certainly take judicial
13 notice of what other lawyers -- I haven't looked recently to
14 know what people are charging for Chapter 7s, but I certainly
15 can.

16 MR. MASS: Well, I would suggest that Mr. Gunn, on
17 several of them, I have the -- from three petitions was
18 charging \$1,005. I also know that Mr. Mullin, who is charging
19 12 hundred dollars in one case, thirty-seven hundred and fifty
20 in two other cases. So I think the charges are at least double
21 or triple what Critique was charging.

22 All right. Well, you're going to have to take issue
23 with that because we have a host of lawyers who file cases
24 here. Besides Mr. Gunn and Mr. Mullin actually doesn't (sic)
25 file that many cases after the code was changed in 2005. There

1 are other lawyers, as well, in this District who file a large
2 number of cases, I would think, and I don't know what their
3 rates would be, but certainly I'll take a look at it.

4 MR. MASS: Well, I would also ask at this point that
5 Mr. Pruitt be qualified as an expert concerning the impact on
6 the African American low income community of eliminating
7 services from Critique -- attorneys affiliated with Critique
8 Services.

9 MR. MILLER: We would object to that, Your Honor.
10 There's no basis for that qualification. I'm sure that the
11 gentleman is very well-versed in what the needs of his
12 community may be. But from a legal standpoint, he has
13 conducted no survey into -- other than what he has testified to
14 into having the fees of some clients.

15 There's been no testimony about whether or not
16 quality or other factors might be considered.

17 There's simply no scientific or other basis for the
18 gentleman's opinion, other than what he personally believes is
19 best for his community.

20 MR. MASS: I think that goes to the weight of the
21 evidence, not the admissibility.

22 THE COURT: Well, I agree with Mr. Miller. I won't
23 certify Mr. Pruitt as an expert. He certainly can testify as
24 to his opinion.

25 MR. MASS: Okay.

1 BY MR. MASS:

2 Q Mr. Pruitt, what is your opinion as to the impact of
3 eliminating services at the price point that Critique Services
4 -- the attorneys affiliated with Critique Services have been
5 charging?

6 A Let me be as clear as possible, and try to be as neutral
7 as possible. My office receives, on a daily basis, 20, 30
8 calls from individuals with all sorts of complaints. And in
9 most cases, needs some form of legal advice one way or the
10 other. We maintain a listing of attorneys that we have relied
11 on as a reference point to send people to with the hopes that
12 those attorneys would provide them pro bono services, or
13 services at a reduced cost to help them with their legal
14 issues.

15 I would say that over the past six years, we have
16 probably referred thousands of people to different attorneys
17 for any various number of reasons. And in most cases, if we
18 get a -- a -- if and when we do get a follow-up or response
19 from the folks we refer, in most cases, it's their inability to
20 meet the price point that the attorney we send them to, in
21 order to take advantage of those legal services. And I can say
22 that that price point for any number -- and we're talking about
23 criminal -- we're talking about all sort of cases. But none of
24 -- none of the folks, the thousands of folks that we've
25 referred to attorneys over the years have received legal

1 services of any kind at the price point that Critique Services
2 is providing for bankruptcy, for any legal services across the
3 board that we've referred them to.

4 Q Okay; thank you. Have you also investigated the
5 possibility of an attorney and investors purchasing the
6 business of Critique Services and running it on the basis that
7 would comply with the bankruptcy laws?

8 A Yeah, absolutely. The -- from my perspective, one of the
9 best outcomes would be for that product to continue to exist,
10 and that some -- somebody else would step in, purchase the
11 company, and continue that -- that -- that service at that
12 price point for the folks to take advantage of. So we reached
13 out to consultants and some other folks to ask if there was
14 some interest. We did have some initial interest that -- that
15 is -- wants to move forward and begin a process of conducting
16 some due diligence and to try to elevate the discussions, but I
17 -- I cut those discussions off when I -- when the AG's office
18 called me and told me that they were about to conduct a filing.
19 I had to inform the folks that something else was coming down,
20 and they are concerned that it would not have enough time to
21 complete some sort of process that would lead to a firm offer
22 and ultimate purchase of the entity.

23 Q So if this Court issued a temporary restraining order,
24 would that then eliminate any opportunity to sell Critique
25 Services to someone else that could service the clients at that

1 price point?

2 MR. MILLER: Objection, Your Honor; it calls for
3 speculation. I think he can testify whether somebody has told
4 him that it would eliminate it. But otherwise, the question is
5 asking for his opinion.

6 MR. MASS: No, it's asking --

7 THE COURT: It's not asking for his opinion?

8 MR. MASS: No, I'm asking his -- discussions with the
9 people that were interested, and whether an injunction would
10 end that -- those discussions, as he knows it.

11 THE COURT: I think if you rephrase the question, has
12 he been told that.

13 MR. MASS: Yes.

14 THE COURT: Not --

15 BY MR. MASS:

16 Q In your discussions with these persons who are interested
17 in purchasing the -- the Critique Services, LLC, has there been
18 any discussion of whether the issuance of the temporary -- what
19 effect, if any, the issuance of a temporary restraining order
20 as sought by, in this case, the U.S. Trustee, which is the same
21 as the Attorney General, what effect that would have on any
22 negotiations?

23 A Again, I think the way they phrased it is that if the
24 business is completely shutdown, and these proceedings extend
25 over a continued period of time, that our ability or our

1 interest no longer exists. That's paraphrasing the way we put
2 it. We had a long discussion about it, and talked about a
3 number of different things, but all of them centered around the
4 ability to move forward if these proceedings go a certain way.
5 We did also indicate that -- at least I indicated to them that,
6 you know, we thought if the outcome was one that provided for
7 the client base to -- what's the word we used -- to move
8 through the system where they can continue to get service, and
9 move to a point of discharge under some sort of monitoring
10 system, that that would be a outcome that -- that they would
11 not impact any good will or value that the business would have
12 going forward. But anything to the contrary would sort of
13 destroy the value that's being built over the marketing of the
14 business with the potential client -- future clients once all
15 the proceedings was done.

16 MR. MASS: I have nothing further.

17 THE COURT: All right.

18 MR. MASS: Thank you very much.

19 THE COURT: Thank you. Mr. Miller, some cross
20 examination?

21 CROSS EXAMINATION

22 BY MR. MILLER:

23 Q Good afternoon, sir.

24 A Good afternoon.

25 Q I want to focus on a couple of things you said because I

1 don't disagree with a lot of what you've said.

2 Do you have any experience prior to this case with
3 the delivery of bankruptcy services in your community?

4 A Oh, no. Absolutely not.

5 Q Okay. So prior to this, you've never done any studies, or
6 read any -- or done any research on how bankruptcy services
7 could be best delivered to the African American community?

8 A Prior to when?

9 Q Prior to Ms. Diltz contacting you.

10 A No, not prior to her contacting me.

11 Q Okay. What is your understanding of -- you referred to it
12 as a "product." What is your understanding of what the product
13 is that Critique offers?

14 A The product is providing a infrastructure in which
15 attorneys who want to practice within this field can do so
16 without -- without having to create all of that infrastructure,
17 and marketing, and all the other things necessary for a
18 business to operate in this particular instance. It's almost
19 like saying I want to go in the delivery business, and all I
20 have to do is, from time-to-time, put the key in the truck and
21 drive it, but the truck exists. Somebody else maintains the
22 truck, it has gas, it has everything, all I had to do was put
23 the keys in it, and drive it. And I sort of equate what I'm --
24 what I've been able to glean from all of this is that the LLC
25 basically provides that licenses out, and then attorneys and

1 attorneys staffs -- staff gets the keys, and they drive it when
2 they need to.

3 Q Okay. You've mentioned several times that you've
4 discussed this -- Critique -- the purchase of Critique or an
5 acquisition of Critique with several potential -- I think you
6 referred to them as buyers or interested parties. And I'm not
7 asking for specifics about a particular buyer, but could you
8 tell me whether these were attorneys you spoke with, or were
9 these other professionals?

10 A Attorneys.

11 Q Okay. And did you find attorneys who you believed would
12 be willing to offer services for \$349 per bankruptcy case?

13 A I think that -- I think the value that the -- the value
14 from the acquisition center -- centered more on the additional
15 business opportunities from serving that clientele as it
16 relates to the bankruptcy. So they -- they did agree that the
17 price point that they thought was -- if they bought the
18 business, that they could stay in that range. But they were
19 also looking at they had provided additional service of --
20 what'd you call it? Like traffic -- what is it? Traffic
21 clinic? People with tickets and -- and there's other areas
22 that they felt that would bring additional business -- business
23 opportunities into the venture. So I think it was -- the focus
24 was more on those sort of opportunities and the strong market
25 presence that the business had as it relates to folks being

1 familiar -- I think the guy testified earlier that he was -- he
2 got to them because it was a referral from a friend versus
3 outright marketing. So I think that's the value that the folks
4 that I was talking to saw in the potential acquisition.

5 Q Would you agree with me generally, having reviewed
6 economic studies, that with -- the function of price relates,
7 in some degree, and correlates to quality of the services that
8 are rendered?

9 A I think it all depends on the service.

10 Q You testified earlier -- and correct me if I'm wrong --
11 that Critique offered legal services below the price of any
12 attorneys that your organization has ever dealt with, is that
13 correct?

14 A I -- I -- basically I said -- yes. Yes. Because I -- we
15 have never seen or had anybody referred to legal counsel to
16 come back and say that they were able to get legal services at
17 that price point. But those -- the services they sought range
18 from -- I mean -- some of them you couldn't get that price for,
19 and some of them criminal in nature. They range from across
20 the board.

21 Q What -- when you did the study of other attorneys' fees,
22 approximately how many attorneys did you look at?

23 A What we did was try to get some idea of what the -- what
24 the initial competitors were for Critique. And so we looked at
25 -- I think three or four of them who we thought were the other

1 dominant players in the market, or who Critique has -- who --
2 who Critique had, to some degree, we figured had cornered a
3 market, and -- and those folks who will be more likely than not
4 the one that have some of that market share.

5 Q Okay. Did you consider in your review of the fees that
6 the fees that other attorneys charge might be at the rate that
7 they are because that's what it costs to deliver the service at
8 a quality that is acceptable to the consumer?

9 A No, because I -- I would never forget that we -- we -- we
10 talk about it all the time in some of our circles how -- and
11 me, as a businessperson, when I was first -- when I was doing
12 business and somebody wanted to do a business plan, and they
13 came to hire me, I would charge what they could afford to pay.
14 But the quality of service I gave them was the same. I
15 couldn't -- I wouldn't say because you're only going to pay
16 \$250 for a business plan, I gave you a three-page document, and
17 somebody paid 1,000, I gave them 100-page document.

18 Q Well, you understand, sir, certainly -- and I think that's
19 very noble of you --

20 A Yeah.

21 Q But you understand that's not how the economics of the
22 marketplace typically work.

23 A Well, the economics works as -- you know, go back to my
24 experiences is that -- especially in the marketplace is that
25 any number of people who have a diverse product line would take

1 one product line and use it as a loss leader in order to
2 attract sales and move the other product line, which had a
3 higher margin for them. So just, again, it all depends on the
4 market strategy and how you place it in the market. And then,
5 again, at the end of the day, if -- if I'm not responsible for
6 the back bone, the infrastructure, and all the other things
7 coming up with a price point that I can operate at is entirely
8 different from, I would think, an attorney who has to go now,
9 rent a space, do advertisement, furnish the place, do all the
10 other stuff. I think that makes a big difference. There is a
11 -- there's a huge market for folks taking advantage of when you
12 go to a office building and you pay a small fee for a month,
13 but you get a mailbox, you get a desk, you get the use of the
14 conference room, you get the use -- you get a receptionist.
15 That when people call there and ask for you, they think it's
16 your business.

17 So I mean, I think it all depends on who the
18 individual is, how much money they feel that they need to
19 profit or make in order for them to maintain their business,
20 and -- so all of those play a factor.

21 Q I'm going to ask you one last question.

22 A Sure.

23 Q Because you've -- you mentioned a bunch of concepts in
24 your answer. Did you do -- in terms of determining the value
25 of the service that Critique offers to the community, did you

1 undertake any efforts to determine what the actual cost of
2 delivering that service would be?

3 A Um --

4 Q In terms of hiring people, infrastructure, receptionist,
5 bankruptcy software, all of -- all of the things that will go
6 into the cost of actually delivering --

7 A Yes.

8 Q -- an attorney?

9 A Yes. Yes, I did. The -- but that was mainly with
10 Critique, the client who filed the complaint. Yes, we did have
11 those interviews with them to try to get some understanding of
12 what that is, and what that would look like.

13 Q Other than Critique, did you look at the market and
14 interview anybody else in any community about what the costs
15 are to deliver bankruptcy services?

16 A We asked the -- the attorneys who are the -- is looking to
17 be -- to do the purchase, we said arrange an interview between
18 them and the owner of Critique, and they did have the
19 discussion. And while we did participate in that discussion,
20 and their outcome was that, "Pruitt, this -- this is a unique
21 niche, we're extremely interested."

22 MR. MILLER: Okay. I have no further questions.

23 THE COURT: All right.

24 MR. MASS: I have nothing further, Your Honor.

25 THE COURT: All right. Thank you, Mr. Pruitt; you

1 may step down.

2 MR. PRUITT: Thank you.

3 THE COURT: All right. Mr. Mass, did you have any
4 other witnesses?

5 MR. MASS: Can you wait one second?

6 THE COURT: Sure.

7 (Pause)

8 MR. MASS: I have nothing further, Your Honor, other
9 than to submit these additional documents. And then it's my
10 understanding that Ms. Coyle will submit additional documents
11 to this Court showing she's been reinstated.

12 THE COURT: All right.

13 All right. Then, Mr. Miller, if you have some brief
14 closing argument.

15 MR. MILLER: I do, Your Honor. But I thought we
16 should ask Ms. Mayweather whether she has any evidence since
17 she's a party who's represented pro se.

18 THE COURT: Oh, all right. Ms. Mayweather, did you
19 have anything to present this afternoon?

20 MS. MAYWEATHER: No.

21 THE COURT: All right; thank you.

22 Thank you, Mr. Miller.

23 MR. MASS: Can you wait one second?

24 THE COURT: Yes.

25 (Pause)

1 MR. MASS: All right.

2 THE COURT: All right. Mr. Miller, you may proceed.

3 MR. MILLER: I'm going to be very brief, Your Honor,
4 because I think our case is laid out, and the evidence has --
5 today has not significantly changed it.

6 I do want to make a couple of points, though, based
7 on the evidence.

8 Mr. Dellamano's testimony is very concerning to us,
9 Your Honor. Either he was an attorney or he wasn't an
10 attorney. And I'm still not sure what his position is.

11 His testimony is that he was an attorney enough, I
12 guess, to give an attorney consultation. And that
13 consultation, by the way, Your Honor, as this Court well knows,
14 is required by the 2007 consent order. And I don't think any
15 party to the 2007 consent order believed that that consultation
16 could be given by an attorney who is not licensed to practice
17 in the jurisdiction where the case was going to be filed.

18 I think part -- I think essentially what Mr.
19 Dellamano has admitted to is the unauthorized practice of law.
20 Now he was very careful to testify ,and I don't think his
21 testimony is credible, that he gave no legal advice to Mr.
22 Dorris. I think the attorney information sheet, which this
23 Court has apparently accepted into evidence, and to which we
24 have no objection being admitted, simply shows that that
25 testimony is not, in fact, correct. Mr. -- that information

1 sheet -- and there would be no purpose to having that
2 information sheet unless Mr. Dellamano was giving legal advice.

3 And I don't know that it matters whether Mr.
4 Dellamano introduced himself as Mr. Dellamano or Mr. Meriwether
5 or that he was working with Mr. Meriwether, and simply omitted
6 his name; I don't know. And I don't know that that allegation
7 is necessarily specifically relevant, but it shows that there
8 was a violation of the order.

9 Even if everything Mr. Dellamano said is credible and
10 correct, Critique and the attorneys with which Critique had
11 contracted with, violated the 2007 order with respect to the
12 Dorris case.

13 There was no test -- there was also no contradiction,
14 or any testimony that -- to Mr. Dorris's testimony that the
15 filing fee in the case was, in fact, paid to Ms. Mayweather,
16 which is also a direct violation of the 2007 order.

17 Critique has put on -- other than Mr. Dellamano's
18 testimony today with respect to the Dorris case which, by the
19 way, he testified he has no specific recollection of, he --
20 there's been no -- there's been no evidence put on that any of
21 the information contained in Ms. Larkin's sheet is incorrect.
22 They made -- they have disputed whether Ms. Larkin -- you know,
23 they have attempted to question Ms. Larkin about what
24 information she looked at, and whether or not it was
25 corroborated, but they have put on no witness, Ms. Diltz, Mr.

1 Meriwether, Mr. Dellamano, to testify that those statements
2 are, in fact, factually incorrect.

3 So what the record the Court is left with is the fact
4 that this affidavit is essentially unopposed. That these 24
5 debtors were, in fact, harmed by the delivery of the services
6 by Critique.

7 I do want to address the testimony we heard today
8 about the impact on the community. We, too, are concerned with
9 the impact on the community. But the community is not served
10 by allowing people to deliver services in the community which
11 are not quality, and which are not delivered according to the
12 law.

13 And I don't know that the testimony disagrees with
14 that in any respect. And so while I think it was interesting
15 to hear, I'm not sure that it disproves that there is harm to
16 the community.

17 As I represented earlier, Mr. Randolph and I have
18 talked. We believe that if there were, in fact, clients that
19 would be disenfranchised -- not disenfranchised -- but would
20 not have attorney representation as a result of today's order,
21 that we would work with those people to attempt to get them
22 counsel. I know that, in fact, the case in which Mr. Mullin's
23 affidavit was submitted, he agreed to offer services to that
24 debtor without a fee. And so I think there are members of the
25 bar that would attempt to help these clients.

1 And, in fact, there's been no testimony or other
2 evidence to the contrary. So I think that we have established
3 that we have a likelihood of success on the merits of the
4 complaint. That Critique has not provided any evidence to this
5 Court today to challenge that it is a debt relief agency, that
6 it has offered services as a debt relief agency, that it has
7 done so in violation of the 2007 order. And that it would
8 continue to do so absent today's order, or absent an emergency
9 preliminary injunction.

10 THE COURT: Thank you. Mr. Mass?

11 MR. MASS: Yes. Contrary to Mr. Miller's contention,
12 it doesn't seem to me that Mr. Dellamano practiced the
13 unauthorized -- engaged in the unauthorized practice of law.

14 You have to go back and look at the consent order.
15 It said that they meet with an attorney. And if the attorney
16 didn't give them counsel at that time, I don't see that there's
17 any harm here because it's somebody who has somewhat more
18 knowledge to make sure that all of the financial information is
19 gathered.

20 And so I don't think that he was -- I think he was
21 credible. There's no reason for Mr. Dellamano, who Mr. Dorris
22 acknowledged, met with him to identify himself as Mr.
23 Meriwether when in a month, two months, whenever the
24 attorney/client conference occurred, Mr. Dorris was going to
25 meet with the actual Mr. Meriwether. And, in fact, he -- Mr.

1 Dorris never had any interest in saying, "Well, how come you
2 both represented yourselves as Mr. Meriwether?" It doesn't
3 seem to me there was any confusion there, anything improperly
4 done, or that he gave any improper advice.

5 The other thing is with regard to whether he was
6 given any legal advice, I believe you could go on the Clerk's
7 web site in this Court and probably find the same advice that
8 he's -- that Mr. Miller's contending is legal advice. That you
9 have no protections under the Bankruptcy Code until you file a
10 bankruptcy. That was the statement he read. I mean is that
11 really legal advice? I mean do not people always -- I mean --
12 strike that. People come into law offices all the time and say
13 my friend got a Chapter 7, I want a Chapter 7. My friend got a
14 13, I want a 13. My -- they have preconceptions because you're
15 given advice by lay people.

16 To say that -- that the Bankruptcy Code provides no
17 protection until you file a petition in bankruptcy, I think, is
18 not only not legal advice, it's glaringly obvious. But to make
19 sure somebody understands that at an initial meeting, it seems
20 to me appropriate, and the right thing to do.

21 The fact that a filing fee was paid to Ms.
22 Mayweather, I don't understand how that violates the order. I
23 mean did the order say that you can have a relationship,
24 Critique Services can contract with an attorney, and that
25 attorney staff can do nothing, and the attorney has to do

1 everything? From taking in every payment, from taking in -- I
2 mean it just doesn't make sense. There's no other attorney
3 that practices in this Court that I can imagine that doesn't
4 have a secretary, a paralegal, or someone else take money and
5 give a receipt to a client. And so why is that supposedly a
6 major violation of anything that's providing services to
7 clients? I don't see that.

8 I think it's fairly clear from Ms. Larkin's affidavit
9 that, number one, she had a fair number of complaints. I think
10 if you look at this Court's own docket, you'll see that Mr.
11 Meriwether had hundreds of cases, that Ms. Dedra -- that Dedra
12 Brock Moore had hundreds of cases. That Mr. Robinson filed 74
13 hundred -- almost 75 hundred cases, many of them going back
14 many years, but even after 2011.

15 The number of complaints was relatively small. And
16 almost every one of them derived from after attorneys were
17 suspended. That's what caused a lot of problems. I'm not
18 saying there weren't problems after that, but every time
19 Critique then went to rearrange to provide services to another
20 -- with another attorney, that attorney consistently ran into
21 problems with one of your colleagues.

22 I know you won't look at your colleague the way I do,
23 but that's still up to the Eighth Circuit to say the District
24 Court, there's writ of prohibitions, and we'll see how that
25 comes out. But I think the best solution to serve the

1 community with services that would be quality is to allow Mr.
2 Pruitt to continue his efforts, whether it be through some
3 monitoring of Critique Services, LLC and another attorney, or
4 not, so that this business can be sold, and the value that was
5 created is not destroyed, and the persons -- low income persons
6 in the African American community can be served.

7 I find it kind of interesting that now, because I've
8 raised this issue for months with the U.S. Trustee, they're now
9 saying, "Oh, we can have attorneys come in and help represent
10 the people that were left hanging after attorneys who had
11 affiliated with Critique Services were suspended."

12 I asked the U.S. Trustee to help do that months ago,
13 and I got nothing. Saying only that they were tapped out, the
14 private market. And that they weren't going to be able to do -
15 - they wouldn't be able to get attorneys that would do that.
16 And a lot of these people are harmed by that.

17 Now you can go on who to blame for the harm, and we
18 can go around in circles on that. But it seems to me that
19 issuing a temporary restraining order after months of
20 litigating these same issues, and not going anywhere, is not
21 something that serves the public, and will benefit anyone at
22 this time. Rather allowing Mr. Pruitt to capitalize on what
23 Critique Services can do, and having another attorney come in,
24 and take over, and change the model that should be satisfactory
25 to everyone, I think was the best solution for what is now

1 before this Court.

2 And so I think this case should be consolidated with
3 the other cases, and I think the matter should proceed. And if
4 there has to be some reasonable assurances, that we can work
5 that out with this Court to do so. But entering a temporary
6 restraining order that basically shuts down the business at
7 this point is not something that would be productive for the
8 community, as Mr. Pruitt has stated.

9 Thank you.

10 THE COURT: Thank you.

11 Mr. Miller, anything else, briefly?

12 MR. MILLER: I'll be very, very brief, Your Honor.

13 I think it's concerning that Critique seems to think
14 -- and there's no -- there's no seemingly cohesive way to put
15 this -- that they own the files and the clients. Mr.
16 Meriwether, if anyone, would have the files. It is very
17 concerning to us that, you know, how those files would be
18 distributed if there was not an injunction. It seems to us
19 that what Critique is proposing to do is to be able to refer
20 those files to attorneys that it chooses, and I think that is
21 problematic under the 2007 order.

22 And I think there is just simply no evidence that Mr.
23 Dellamano was meeting with these clients in a capacity other
24 than an attorney. He signed the -- a document called an
25 "attorney information sheet," which he gave to the client, and

1 he signed it as their attorney. And to believe that Mr.
2 Dellamano, who admits that he did not explain to the client
3 that he was prohibited from giving legal advice, somehow did
4 not advise the debtors about any of their legal rights under
5 the Bankruptcy Code during that meeting, and that meeting was
6 nothing more than they would get if they met with a legal clerk
7 or a paralegal is just not credible.

8 THE COURT: All right. Mr. Mass?

9 MR. MASS: I know. You're very patient, and I
10 appreciate that.

11 Look at it, there's no -- been no evidence that
12 Critique Services sent somebody's file off somewhere else and
13 it wasn't Dean Meriwether's file.

14 It's my understanding that all the files are the
15 attorney's files, and they're stored separately. If Critique
16 referred someone to Ms. Coyle, that person would have to go to
17 Ms. Coyle and give permission, and Ms. Coyle could then get the
18 file. I've had that happen in my practice numerous times.
19 Nobody's just willy-nilly sending the file out to another
20 attorney. They're referring clients to another attorney to
21 have that attorney take over the case, if that's possible.
22 That doesn't mean that the file's not going to be handled in
23 the appropriate manner, and that the client doesn't give
24 permission for the new attorney, the one referred to, to get
25 the file.

1 In the case of Mr. Dorris, had Mr. -- I forgot the
2 name of his new attorney, I -- Mr. Gotschall.

3 MR. MASS: Mr. Gotschall had requested the file, and
4 Mr. Dorris gave permission, it would have been sent to him.
5 That would be standard practice. That's -- nothing about that
6 would change.

7 And so for Mr. Miller to -- to say otherwise is just
8 simply false. He has no basis to say that, he's just making
9 allegations.

10 And with regard to Ms. Larkin, you know, a lot of the
11 people, because, as I stated earlier, the nature being able to
12 license the name, can be confused when they go into the office
13 and they're dealing with the staff of the attorney and not the
14 staff of Critique Services.

15 Thank you.

16 THE COURT: Thank you. Mr. Miller, anything else?

17 MR. MILLER: My statements are not just allegations,
18 they're based on the evidentiary record. Mr. Rivero's
19 affidavit makes clear that Ms. Coyle told her that Critique
20 offered to sell the files and, in fact, that she had obtained
21 the files from Critique, not Mr. Meriwether.

22 THE COURT: All right; thank you.

23 Mr. Mass, you have those documents. I'd like to take
24 them, and I'll take a brief recess, and I'll come back and give
25 you my ruling.

1 MR. MASS: I have the documents and --

2 THE COURT: That Mr. Dorris testified to that's in
3 that file.

4 MR. MASS: Yes.

5 THE COURT: Yes, I'd like to see them while I --

6 MR. MASS: Oh, you want the file? Here.

7 THE COURT: Um-hum.

8 MR. MASS: You want Ms. Coyle's affidavit --

9 THE COURT: Are you using the Ms. Coyle affidavit,
10 Mr. Miller?

11 MR. MILLER: If I could look at it just for one
12 second?

13 THE COURT: Sure.

14 MR. MASS: It's the same one I gave him -- I only
15 have one copy signed.

16 THE COURT: Don't worry, I'll take good care of your
17 documents.

18 MR. MASS: Well, I'm assuming you have a copy --

19 MR. MILLER: I have received a copy that was
20 unsigned.

21 MR. MASS: Okay.

22 MR. MILLER: And this appears to be the same
23 document.

24 THE COURT: All right.

25 (Pause)

1 MR. MASS: Now when you say you're going to make a
2 ruling, is that going to be within an hour? Do we have a
3 chance to run down and get a sandwich or --

4 THE COURT: Sure. Because the cafeteria's going to
5 close at 1:30. So, yes, run down there and get something to
6 eat, and then I'll be back in here. Okay? Thank you.

7 MR. MILLER: I assume I will make my 4 o'clock train
8 back to Kansas City.

9 THE COURT: Absolutely.

10 MR. MILLER: Thank you, Your Honor.

11 THE COURT: All right. We'll be in temporary recess.

12 (Recess 1:05 p.m./Reconvene 2:47 p.m.)

13 THE COURT: All right; thank you. Be seated, please.
14 All right. Thank you for your patience.

15 I'll enter the following order on the record today:

16 The matter before the Court is the emergency motion
17 for the entry of a temporary restraining order and preliminary
18 injunction filed by Daniel Casamatta, Acting United States
19 Trustee, and response of Critique Services, LLC and Beverly
20 Holmes Diltz to the emergency motion for the entry of a
21 temporary restraining order and preliminary injunction. A
22 hearing was held on the matter on March 10th, 2016.

23 Based upon a consideration of the record as a whole,
24 the Court rules as follows:

25 To obtain a temporary restraining order and

1 preliminary injunction, a movant must establish:

2 One, threat of irreparable harm to movant without
3 injunction;

4 Two, harm to movant without injunction exceeds injury
5 to adverse party inflicted by injunction;

6 Three, movant's probability of success on the merits;

7 And four, injunction is in the public interest.

8 That's from the Dataphase Systems case from the
9 Eighth Circuit.

10 Movant has established that the defendants, by their
11 actions, have cause significant harm to many prospective and
12 current debtors seeking bankruptcy relief in this District.

13 And in the absence of a temporary restraining order, the
14 defendants will continue to cause irreparable harm to the
15 public.

16 Movant has established that harm to the public
17 without this injunction exceeds the injury to defendants by
18 entry of the injunction.

19 Further, because Defendants have already been
20 enjoined from engaging in much of the conduct sought by this
21 injunction, this injunction will not cause any additional harm
22 to defendants or their interest in providing bankruptcy
23 services.

24 It should be noted that based on the evidence before
25 the Court, defendant Critique Services does not currently have

1 any contract with any attorney to provide legal services
2 pursuant to the 2007 settlement agreement.

3 Movant has established a likelihood of success on the
4 merits based on the evidence presented at the hearing.

5 Movant has established that the injunction is in the
6 best interest of the public. This Order is necessary to
7 protect members of the public from the fraudulent and deceitful
8 practices of the defendants.

9 Based on the testimony of Robert Dellamano and the
10 argument of counsel for the defendants, Critique Services and
11 Beverly Holmes Diltz, their understanding is that the
12 requirement of the 2007 settlement agreement that prospective
13 clients meet with an attorney before an attorney meets with a
14 prospective -- I'm sorry, let me back up.

15 Based on the testimony of Robert Dellamano and the
16 arguments of counsel for the defendants, Critique Services and
17 Beverly Holmes Diltz, their understanding is that the
18 requirement of the 2007 settlement agreement that prospective
19 clients meet with an attorney before any non-attorney meets
20 with a prospective client is met so long as any attorney meets
21 with the prospective client, although not giving any legal
22 advices to that prospective client.

23 Mr. Dellamano stated that he met with clients to
24 ensure that the information clients provided in writing on the
25 questionnaire was accurate, but that he gave no legal advice

1 and, in fact, told clients that all of their legal questions
2 would have to be answered by Mr. Meriwether at their next
3 meeting.

4 Mr. Dorris testified that when he entered the
5 Critique office, he was asked whether he wanted to file a
6 Chapter 7 or a Chapter 13 bankruptcy case. However, there was
7 no advice given to him or other clients as to the difference
8 between Chapter 7 and Chapter 13 bankruptcies or the
9 qualifications for each. Debtors are making this decision on
10 their own.

11 Further, there is confusion among current and
12 prospective clients as to who and what Critique Services is and
13 the role of its contracted attorneys and staff.

14 Therefore, it is ordered that the emergency motion
15 for the entry of a temporary restraining order and preliminary
16 injunction is granted and the Court enters the following
17 preliminary injunction:

18 It is further ordered that the defendants, their
19 successors, officers, agents, servants, employees and
20 attorneys, and other persons who are in active concert or
21 participation are enjoined from providing bankruptcy assistance
22 as defined in 11 U.S.C. Section 101(4)(A) to any assisted
23 person as defined by 11 U.S.C. Section 101(3) including but
24 limited not to:

25 A, providing general information or specific legal

1 advice about bankruptcy relief that might be available to the
2 assisted person;

3 B, preparation, or assisting in the preparation of,
4 any bankruptcy document or bankruptcy official form;

5 And, three, the referral of any assisted persons to
6 any specific attorney for the purpose of advising person about
7 bankruptcy relief.

8 And it is further ordered that the defendants, their
9 successors, officers, agents, servants, employees and attorneys
10 are enjoined and restrained from receiving payment from any
11 assisted person as defined by 11 U.S.C. Section 101(3) for any
12 bankruptcy services, regardless of whether the services are to
13 be rendered by the defendants.

14 And it is further ordered that the defendants, their
15 successors, agents, officers, servants, employees and attorneys
16 are enjoined and restrained from advertising that they provide
17 bankruptcy services to any assisted person as defined by 11
18 U.S.C. Section 101(3).

19 And it is further ordered that this order shall take
20 effect immediately and remain in effect pending trial on this
21 matter or further order of this Court.

22 All right. Mr. Miller, Mr. Mass, any other requests
23 this afternoon?

24 MR. MILLER: Do you want us to submit a written order
25 that can be entered and served upon the defendants?

1 THE COURT: Do you --

2 MR. MASS: I think that's what she just did.

3 MR. MILLER: Well, I think that in order for -- if
4 the order of violation that they have to have notice, and since
5 they're not in the courtroom, especially Ms. Mayweather, I'm
6 concerned that without a written order that we can serve on
7 them, that they --

8 THE COURT: Oh, yes. I'll --

9 MR. MILLER: -- may not have notice.

10 THE COURT: I have to enter a written order on the
11 record.

12 MR. MILLER: Right, okay.

13 THE COURT: I can either enter what I have typed up
14 here, if you want --

15 MR. MILLER: That's fine, Your Honor. I didn't know
16 if you wanted us to prepare something, or if you wanted it --
17 if you had already prepared an order.

18 THE COURT: I have it prepared. I need to probably
19 edit it one or two more times.

20 MR. MILLER: I understand, Your Honor.

21 THE COURT: But I'll have it entered today.

22 MR. MILLER: Thank you.

23 THE COURT: Thank you. Mr. Mass?

24 MR. MASS: Yeah, for clarification, I'm an attorney
25 for Critique Services, but I've not been a contract attorney.

1 Does that include me?

2 THE COURT: Well, Mr. Mass, I don't believe you do
3 bankruptcy work, do you?

4 MR. MASS: I don't, but I did not want to be included
5 in that because --

6 THE COURT: Then, no, you would not be included in
7 that.

8 MR. MASS: Can you distinguish that, please?

9 THE COURT: We will. I'll make that change.

10 All right. Anything else then?

11 MR. MILLER: Nothing, Your Honor. Thank you very
12 much --

13 THE COURT: All right.

14 MR. MILLER: -- for hearing our evidence today.

15 THE COURT: All right. Thank you, all. And thank
16 you for being very well-prepared. The Court appreciates that.

17 We'll be in recess. Thank you.

18 (Whereupon, at 2:54 p.m., the hearing was adjourned.)
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CERTIFICATE OF TRANSCRIBER

I, KAREN HARTMANN, a certified Electronic Court Transcriber, certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.



Karen Hartmann, AAERT CET**D0475 Date: March 16, 2016
TRANSCRIPTS PLUS, INC.

Attachment 160

TRO, entered in *Casamatta v. Critique Services L.L.C., et al.*

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In Re:)	
)	
DAMON T. DORRIS,	)	Case No. 16-40251-659
	)	Chapter 13
)	
Debtor.)	
)	
DANIEL J. CASAMATTA, U.S. TRUSTEE)	
)	
Plaintiff,)	
)	
-v-	)	Adv. No. 16-4025-659
)	
CRITIQUE SERVICES, LLC, <i>et. al.</i> ,)	
)	
Defendants.)	

ORDER

The matter before the Court is the Emergency Motion for the Entry of a Temporary Restraining Order and Preliminary Injunction filed by Daniel J. Casamatta, Acting United States Trustee and Response of Critique Services, LLC and Beverly Holmes Diltz to the Emergency Motion for the Entry of a Temporary Restraining Order and Preliminary Injunction. A hearing was held on the matter on March 10, 2016. Based upon a consideration of the record as a whole the Court rules as follows:

To obtain a temporary restraining order and preliminary injunction a movant must establish (1) threat of irreparable harm to movant without injunction, (2) harm to movant without injunction exceeds injury to adverse party inflicted by injunction, (3) movant's probability of success on the merits, and (4) injunction is in the public interest. *Dataphase Systems, Inc. v. C.L. Systems, Inc.*, 640 F.2d 109, 113 (8th Cir. 1981); See Rule 65 of the Federal Rules of Civil Procedure, as made applicable by Rule 7065 of Federal Rules of Bankruptcy Procedure.

Movant has established that the Defendants by their actions have cause significant harm

to many prospective and current clients seeking bankruptcy relief in this District and in the absence of a temporary restraining order the Defendants will continue to cause irreparable harm to the public. Further, there is confusion among current and prospective clients as to who and what Critique Services is and the role of its contracted attorneys and staff.

Movant has established that harm to the public without this injunction exceeds the injury to Defendants by entry of the injunction. Further, because Defendants have already been enjoined from engaging in much of the conduct sought by this injunction, this injunction will not cause any additional harm to Defendants or their interest in providing bankruptcy services. It should be noted that based on the evidence before the Court, Defendant Critique Services does not currently have any contract with any attorney to provide legal services pursuant to the 2007 Settlement Agreement.

Movant has established a likelihood of success on the merits based on the evidence presented at the hearing.

Movant has established that the injunction is in the best interest of the public. This Order is necessary to protect members of the public from the fraudulent and deceitful practices of the Defendants. Based on the testimony of Robert Dellamano and the argument of counsel for the Defendants, Critique Services and Beverly Holmes Diltz, their understanding is that the requirement of the 2007 Settlement Agreement that prospective clients meet with an attorney before any non-attorney meets with a prospective client is met so long as any attorney meets with the prospective client although not giving any legal advices to that prospective client. Mr. Dellamano stated that he met with clients to ensure that the information clients provided in writing on the questionnaire was accurate, but that he gave no legal advice and in fact told clients that all of their legal questions would have to be answered by Mr. Merriweather at their next meeting. Mr. Dorris testified that when he entered the Critique office he was asked whether he wanted to file a Chapter 7 or a Chapter 13 bankruptcy case. However, there was no advice given to him or other

clients as to the difference between Chapter 7 and Chapter 13 bankruptcies or the qualifications for each. Debtors are left to make this decision on their own. When a client is contemplating filing a bankruptcy case, they are looking for an attorney with knowledge of the various types of bankruptcy cases and counsel on which type of case is best for that client depending on each individual client's circumstances. Bankruptcy filings are very case specific, depending on what assets and debts and what exemptions a client may be entitled to so that it can be determined as to what type of bankruptcy case is best fitted for a client to file. The initial bankruptcy client consultation is an essential part of the bankruptcy filing process. Therefore,

IT IS ORDERED THAT the Emergency Motion for the Entry of a Temporary Restraining Order and Preliminary Injunction filed by Daniel J. Casamatta, Acting United States Trustee is GRANTED and the Court enters the following Preliminary Injunction; and

IT IS FURTHER ORDERED THAT the Defendants, their successors, officers, agents, servants, employees and attorneys (not including Defendants Critique Services and Beverly Holmes Diltz's attorney Laurence D. Mass) and other persons who are in active concert or participation with the Defendants or any of their officers, agents, servants, employees and attorneys (not including Defendants Critique Services and Beverly Holmes Diltz's attorney Laurence D. Mass) are restrained and enjoined from providing "bankruptcy assistance" as defined in 11 U.S.C. § 101(4A) and to any "assisted person" as defined by 11 U.S.C. §101(3) including but limited not to (a) providing general information or specific legal advice about bankruptcy relief that might be available to the assisted person; (b) preparation, or assisting in the preparation of, any bankruptcy document or bankruptcy official form; and (c) the referral of any assisted person to any specific attorney for the purpose of advising person about bankruptcy relief; and

IT IS FURTHER ORDERED THAT the Defendants, their successors, officers, agents, servants, employees and attorneys (not including Defendants Critique Services and Beverly Holmes Diltz's attorney Laurence D. Mass) and other persons who are in active concert or participation with

the Defendants or any of their officers, agents, servants, employees and attorneys (not including Defendants Critique Services and Beverly Holmes Diltz's attorney Laurence D. Mass) are restrained and enjoined from receiving payment from any "assisted person" as defined by 11 U.S.C. §101(3) for any bankruptcy services, regardless of whether the services are to be rendered by the Defendants; and

IT IS FURTHER ORDERED THAT the Defendants, their successors, officers, agents, servants, employees and attorneys (not including Defendants Critique Services and Beverly Holmes Diltz's attorney Laurence D. Mass) and other persons who are in active concert or participation with the Defendants or any of their officers, agents, servants, employees and attorneys (not including Defendants Critique Services and Beverly Holmes Diltz's attorney Laurence D. Mass) are restrained and enjoined from advertising that they provide bankruptcy services to any "assisted person" as defined by 11 U.S.C. §101(3).

IT IS FURTHER ORDERED THAT this Order shall take effect immediately and remain in effect pending trial on this matter or further Order of this Court.



KATHY A. SURRATT-STATES
Chief United States Bankruptcy Judge

DATED: March 10, 2016
St. Louis, Missouri

Copies to:

Office of the United States Trustee
Thomas F. Eagleton U.S. Courthouse
111 South 10th Street, Suite 6.353
St. Louis, MO 63102

Critique Services, LLC
3919 Washington Street
St. Louis, MO 63108

Renee Mayweather
3919 Washington Blvd.
St. Louis, MO 63108

Daniel J. Casamatta
Office of U.S. Trustee
111 S. 10th Street
Suite 6353
St. Louis, MO 63102

Laurence D. Mass
230 S Bemiston Ave
Suite 1200
Clayton, MO 63105

Beverly Holmes Diltz
Critique Services
3919 Washington Blvd.
St. Louis, MO 63108

Adam Eric Miller
Office of the United States Trustee
400 E. 9th St., Ste. 3440
Kansas City, MO 64106