

Attachment 181

The money orders "signed" by Robinson, an example of Robinson's signature, and an example of Diltz's handwriting



PERSONAL MONEY ORDER

No. [REDACTED] 0218

DATE: DECEMBER 06, 2014

TWO HUNDRED NINETY NINE DOLLARS AND 00 CENTS

Pay to the order of:

Angerique Shields

\$ 299.00

VOID IN EXCESS OF \$1000.00

By signing, you agree to the service charge and other terms on the reverse side.

Location: 8394 Lindell Boulevard

U.S. Bank National Association
Minneapolis, MN 55400

NAME

James Robinson

ADDRESS

3919 Washington

[REDACTED] 0218

[REDACTED]

5479



Robinson December 8 2014 Letter Pg. 5 of 8

PERSONAL MONEY ORDER

No. [REDACTED] 0215

2014
925

DATE: DECEMBER 06, 2014

TWO HUNDRED NINETY NINE DOLLARS AND 00 CENTS

Pay to the order of:

Eratta Reed

\$ 299.00

VOID IN EXCESS OF \$1000.00

Purchaser, by signing, you agree to the service charge and other terms on the reverse side.

Location: 8394 Lindell Boulevard

U.S. Bank National Association
Minneapolis, MN 55480

NAME

James Robinson

ADDRESS

13919 Washington

[REDACTED] 0215

[REDACTED] 5479

US BANK

PERSONAL MONEY ORDER

No. **8394050220**

93-26
929

DATE: **DECEMBER 06, 2014**

THREE HUNDRED FORTY NINE DOLLARS AND 00 CENTS

Pay to the
order of:

Dannell Moore & Jocelyn Moore

\$ **349.00**

VOID IN EXCESS OF \$1000.00

Purchaser, by signing, you agree to the service charge and other terms on the reverse side.

Location: **8394 Lindell Boulevard**

U.S. Bank National Association
Minneapolis, MN 55480



NAME

James Robinson

ADDRESS

3919 Washington

⑈8394050220⑈ ⑆092900383⑆ 150080235479⑈



PERSONAL MONEY ORDER

No. 8394050228

93-38
929

DATE: DECEMBER 08, 2014

TWO HUNDRED NINETY NINE DOLLARS AND 00 CENTS

Pay to the order of:

Lewanda Long

\$ 299.00

VOID IN EXCESS OF \$1000.00

Purchaser, by signing, you agree to the service charge and other terms on the reverse side.

Location: 8394 Lindell Boulevard

U.S. Bank National Association
Minneapolis, MN 55480

NAME

James Robinson

ADDRESS

3919 Washington

⑈8394050228⑈ ⑆092900383⑆ ⑆50080235479⑈

usbbank

PERSONAL MONEY ORDER

No. **0217**

DATE: DECEMBER 06, 2001

TWO HUNDRED NINETY NINE DOLLARS AND 00 CENTS

Pay to the order of:

Nina Logan

\$ 299.00

VOID IN EXCESS OF \$1000.00

Purchaser, by signing, agrees to the service charge and other terms on the reverse side.

Location: 8394 Lindell Boulevard

U.S. Bank National Association
Minneapolis, MN 55412

NAME

James S. Johnson

ADDRESS

8919 Washington

0217

[Redacted]

547911



Robinson December 8 2014 Letter Pg. 6 of 8

PERSONAL MONEY ORDER

No. [REDACTED] 0216

DATE: DECEMBER 05, 2014

TWO HUNDRED NINETY NINE DOLLARS AND 00 CENTS

Pay to the order of:

Pauline Brady

\$ 299.00

VOID IN EXCESS OF \$1000.00

Purchaser, by signing, you agree to the service charge and other terms on the reverse side.

Location: 8394 Lindell Boulevard

U.S. Bank National Association
Minneapolis, MN 55480

NAME

James Robinson

ADDRESS

3919 Washington

[REDACTED] 0216

[REDACTED]

5479



PERSONAL MONEY ORDER

No. [REDACTED] 1219

DATE: DECEMBER 06, 2014

TWO HUNDRED NINETY NINE DOLLARS AND 00 CENTS

Pay to the order of:

Marshall Grand

\$ 299.00

VOID IN EXCESS OF \$1000.00

Purchaser, by signing, you agree to the service charge and other terms on the reverse side.

Location: 8394 Lindell Boulevard

U.S. Bank National Association
Minneapolis, MN 55402

NAME

James Robinson

ADDRESS

1914 Washington

[REDACTED] 0219 [REDACTED] 5479 [REDACTED]

December 8, 2014

David A. Sosne,
individually and on behalf of
Seth Albin, Rebecca Case, Robert Blackwell,
Kristen Conwell and Thomas O'Loughlin
8909 Ladue Rd
St. Louis, Mo 63124

Re: Order Directing (I) James Robinson to Show Cause as to Why His Fee Should Not
be Disgorged Under §329(b), and (II) the Chapter 7 Trustee to Provide Information
Related to Fees and the Additional Order Thereto

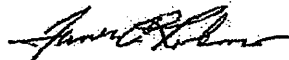
Dear Trustees:

In response to your correspondence dated December 3, 2014:

Please be advised the debtor in referenced cause have been tendered a full refund of
all attorney fees paid in these cases, see attached copies of certified funds provided to
debtors.

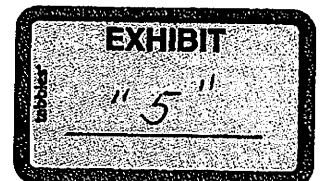
In further response to your request, I will advise you the foregoing payments were
paid to me, James C. Robinson, and were not shared nor held.

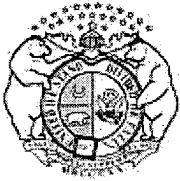
Respectfully submitted,



James C. Robinson
Attorney at Law

cc: Seth Albin
Rebecca Case
Robert Blackwell
Kristen Conwell
Thomas O'Loughlin





State of Missouri
Matt Blunt, Secretary of State

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

FILED

AUG 09 2002

Articles of Organization

(Submit in duplicate with filing fee of \$105)

Matt Blunt
SECRETARY OF STATE

1. The name of the limited liability company is:
Critique Legal Services L.L.C.
(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "LLC," or "LLC")

2. The purpose(s) for which the limited liability company is organized:
Attorney Representation

3. The name and address of the limited liability company's registered agent in Missouri is:
Beverly Holmes 4144 Lindell Ste 100 St. Louis, Mo. 63108
Name Street Address: May not use P.O. Box unless street address also provided City/State/Zip

4. The management of the limited liability company is vested in one or more managers. [X] Yes [] No

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual:
DUI GOING

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (Post Office box alone not acceptable):
Beverly Holmes 12623 Baytree Dr Florissant, Mo 63033

7. For tax purposes, is the limited liability company considered a corporation? [] Yes [X] No

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:
(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true:
Beverly Holmes Beverly Holmes 8/9/02
(Organizer Signature) (Printed Name) (Date)
(Organizer Signature) (Printed Name) (Date)
(Organizer Signature) (Printed Name) (Date)

No. LC0068980

STATE OF MISSOURI



Matt Blunt
Secretary of State

CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY


WHEREAS,

CRITIQUE LEGAL SERVICES L.L.C.

filed its ARTICLES OF ORGANIZATION with this office on the 9th day of AUGUST, 2002, and that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do certify and declare that on the 9th day of AUGUST, 2002, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 9th day of AUGUST, 2002.


Secretary of State

\$105.00



Attachment 182

Third Show Cause Order

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

In re:	Evette Nicole Reed,	Debtor.	Case No. 14-44818-705
<hr/>			
In re:	Pauline A. Brady,	Debtor.	Case No. 14-44909-705
<hr/>			
In re:	Lawanda Lanae Long,	Debtor.	Case No. 14-45773-705
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In re:	Marshall Beard,	Debtor.	Case No. 14-43751-705
<hr/>			
In re:	Darrell Moore,	Debtor.	Case No. 14-44434-705
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In re:	Nina Lynne Logan,	Debtor.	Case No. 14-44329-705
<hr/>			
In re:	Jovon Neosha Stewart,	Debtor.	Case No. 14-43912-705
<hr/>			
In re:	Angelique Renee Shields,	Debtor.	Case No. 14-43914-705
<hr/>			

ORDER DIRECTING (I) JAMES ROBINSON TO SHOW CAUSE WHY THE COURT SHOULD NOT IMPOSE SANCTIONS AGAINST HIM; AND (II) THE CHAPTER 7 TRUSTEE TO PROVIDE INFORMATION RELATED TO FEES

Mr. James Robinson is an attorney who has been suspended from the privilege of practicing before this Court (see June 11, 2014 Memorandum Opinion in *In re Steward*, Case No. 11-46399-705). Mr. Robinson was suspended before he could earn all the fees that he had received from certain clients who are now debtors before this Court. Following the suspension, Mr. Ross Briggs, an attorney, began representing Mr. Robinson's clients for free and without a fee-sharing agreement. Mr. Briggs has a long-time affiliation, whether formal or informal, with Mr. Robinson's "firm," Critique Services, L.L.C., and has his own history of making misleading representations to the Court in connection with his representation of Mr. Robinson's former clients.

As of November 26, 2014, there had been no representation in any of the Cases that Mr. Robinson returned the unearned portion of his fees.

On November 26, 2014, the Court issued an Order to Show Cause in the first six of the above-cases. On December 2, 2014, the Court issued an Additional Order to Show Cause in all of the above-referenced cases (collectively, the "Cases") (the December 2, 2014 Show Cause Order, together with the November 26, 2014 Show Cause Order, the "Show Cause Orders"). In the Show Cause Orders, the Court directed Mr. Robinson to show cause why the Court should not order disgorgement of the fees he collected from the debtors (the "Debtors") in the Cases pursuant to 11 U.S.C. § 329(b). In the November 26, 2014 Show Cause Order, the Court stated:

While the Court would welcome Mr. Robinson now voluntarily providing to the chapter 7 trustee any portion of any fees in any case that were paid to him but which he did not earn, doing so will not make this inquiry moot. The Court still would require the above-listed issues to be addressed. The fact that Mr. Robinson apparently has not returned any unearned fees raises the concern of whether there has been attempted impropriety in these Cases related to the attorney's fees paid by the debtor.

Shortly thereafter, Mr. Briggs filed amended schedules in certain of the Cases,¹ representing that, after the entry of the Show Cause Orders, Mr. Robinson returned the long-held fees—although it is not clear whether Mr. Robinson provided those fees (which are property of the estate) to the chapter 7 trustee, as instructed, or to the Debtors directly. Mr. Briggs also filed amended schedules for those Debtors, claiming an exemption in the fees. As such, it appears that Mr. Robinson knowingly held, for many months, unearned fees that were property of the estate, and returned those fees only in the face of the Order to Show Cause.

The Court is concerned that this forum and these Cases have been used as a vehicle for improperly retaining property of the estate—that Mr. Robinson kept his unearned fees, assuming the Court would not notice and the chapter 7 trustee would not care.² In addition, the Court is concerned that Mr. Robinson violated the rules of professional conduct by failing to timely return the unearned fees—and the Court cannot permit this forum to openly host such behavior.

The Court requires an accounting of where the fees have been and why they were not returned sooner. Once the Court has this accounting, it can determine whether it is proper to impose sanctions upon Mr. Robinson. Therefore, the Court **ORDERS** that:

- (i) Mr. Robinson show cause why the Court should not impose monetary and/or nonmonetary sanctions upon him for retaining his unearned fees; and
- (ii) the chapter 7 trustee, the person responsible for accounting to the Court for property of the estate, address the following:
 - (a) the amount of attorney's fees paid to Mr. Robinson;
 - (b) to whom, specifically, the fees were paid;
 - (c) where the fees were held following payment and throughout the six months following Mr. Robinson's suspension, including whether such fees were held in a client trust account;

¹ As of the drafting of this Order, the fees had been refunded to the Debtors except those in *In re Long*, *In re Moore*, and *In re Logan*.

² These Cases are not the only cases in which Mr. Robinson may have kept unearned fees following his suspension. The Cases listed above are only a sampling of the cases involving Mr. Robinson's former clients.

- (d) where the fees are held today (if they have not been returned);
 - (e) who issued the refund check or other negotiable instrument, and from what account;
 - (f) whether any of those fees were disbursed to Mr. Robinson, any attorney affiliated or otherwise associated with (formally or informally) Critique Services L.L.C. or any permutation of Critique Services L.L.C., to any employee, officer, or owner of Critique Services L.L.C., or to any other person, prior to being refunded to the debtor.
- (iii) this matter be set for hearing at the Thomas F. Eagleton U.S. Courthouse, 111 S. Tenth St., Floor 7, Courtroom South, St. Louis, Missouri, on **January 21, 2015, at 10:00 A.M.**

Nothing herein requires the disclosure of attorney-client confidential information or attorney work product. Nothing herein prevents any party from filing a motion for protective order related to the protected disclosure of any information, if cause exists for sealing or other such protection. Nothing herein requires that Mr. Robinson waive his rights under the Fifth Amendment of the U.S. Constitution or any similar right under state law. The United States Trustee is invited to participate in the process of addressing these issues.

Additionally, nothing herein prevents the Court from issuing an order directing Mr. Briggs to show cause as to why he should not be sanctioned. It appears that Mr. Briggs knew that his clients' unearned fees were being held by Mr. Robinson, knew those fees had to be returned, knew the fees were property of the estate, and knew that his clients may be able to assert an exemption in those fees—and yet he did nothing to advocate for his clients' interests regarding those fees. Such an order may issue if the Court is concerned that Mr. Briggs acted, affirmatively or by omission, to assist or facilitate any efforts of Mr. Robinson to improperly retain property of the estate.

DATED: December 10, 2014
St. Louis, Missouri 63102
mtc


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

Copy mailed to:

Ross H. Briggs

Post Office Box 58628
St. Louis, MO 63158

James Clifton Robinson

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

David A. Sosne

Summers Compton Wells LLC
8909 Ladue Rd.
St. Louis, MO 63124

E. Rebecca Case

7733 Forsyth Blvd. Suite 500
Saint Louis, MO 63105

Office of US Trustee

111 S Tenth St, Ste 6.353
St. Louis, MO 63102

Attachment 183

Robinson's Motion to Disqualify the Judge

RECEIVED+FILED

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

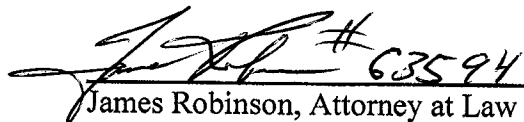
30 DEC 10 PM 3:28

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

In:			
Evette Nicole Reed	)	Case No 14-44818	
)		
Pauline A, Brady	)	Case No 14-44909	
)		
Lawanda Lanae Long	)	Case No 14-45773	
)		
Marshall Beard	)	Case No 14-43751	
)		
Darrell Moore	)	Case No 14-44434	
)		
Nina Lynne Logan	)	Case No 14-44329	

**RESPONDENT JAMES C. ROBINSON'S MOTION AND SUGGESTIONS TO
RECUSE THE HONORABLE CHARLES E. RENDLEN, III FROM PRESIDING
OVER THE ORDER DIRECTING (I) JAMES ROBINSON TO SHOW CAUSE AS
TO WHY HIS FEES SHOULD NOT BE DISGORGED UNDER 329(B)**

Come Now, James C. Robinson, Attorney at Law, and moves Your Honor to recuse himself from the above reference matter for the reason that Your Honor's impartiality might be reasonably questioned by an objective, neutral observer pursuant 28 U.S.C. Section 455 (A) and (B). Undersigned incorporates herein by reference the following suggestions in support.

 # 63594
James Robinson, Attorney at Law
3919 Washington
St Louis MO 63108
314-533-4357
(314)533-4356
Jcr4critique@yahoo.com

SUGGESTIONS IN SUPPORT OF MOTION TO RECUSE

Your Honor should recuse himself from presiding over the underlying Order Directing James Robinson to Show Cause As To Why His Fees Should Not Be Disgorged. By statute, a court should recuse itself if its impartiality might reasonably be questioned by an objective, neutral observer. 28 U.S.C. §455(a). This statute establishes an objective test and does not require a showing of actual bias. Lunde V. Helms, 29 F.3d 367, 370. As the Supreme Court emphasized, the intent behind this statute is to avoid what might appear to be a court that favors or disfavors one party in litigation over another. Liljeberg v. Health Servs. Acquisition Corp., 486 US 847, 860 (1988).


As your Your Honor has acknowledged, Your Honor was the United States Trustee from June 2003 until being appointed as a Bankruptcy Judge in May 2006. During this tenure, Your Honor participated in two adversary proceedings against Critique Services, LLC. See, In Re Thompson, Adv. Case Number 03-04003 (ED MO) and In Re Harge, Adv. Case Number 05-04254), (Exhibit 1). Although disputed, Your Honor has previously ruled that Respondent James C. Robinson operated and conducted business as Critique Services, LLC. (See Exhibit 2).

Your Honor has acknowledged that in his capacity as a party opponent to Critique Services, LLC, Your Honor supervised the attorneys who prosecuted adversaries against Critique Services, LLC. Further, Your Honor has acknowledged that he received and investigated complaints concerning Critique Services, LLC.in his capacity as U.S. Trustee. Your Honor has not disclosed the substance of said complaints and the results of the investigations concerning Critique Services, LLC. Also, Your Honor has made public statements that would cause an impartial observer to doubt his impartiality in regard to

Critique Services, LLC. In particular, he has publicly called Critique Services, LLC a “low-rent petition preparation mill masquerading as a law practice.” (Exhibit3).

A reasonably objective observer would believe that Your Honor has formed unfavorable impressions of Respondent and Critique Services, LLC while pursuing and investigating prior adversaries and undisclosed complaints in your capacity as U.S. Trustee. Recusal is appropriate when a judge has received extrajudicial information, not on the record, concerning a party. Anderson v. State of Missouri, 402 SW 3d 86, 92 (MO. banc 2013); United States v. Tucker, 78 F3d 1313 (8th Cir 1996); US v. State of Alabama, 828 F2d 1532, 1545 (11th Cir 1987); In re Brooks, 383 F3d 1036, 1045 (DC Cir 2004). The concern is that a judge may be influenced by an extrajudicial source and may reach a conclusion based on that information not on the record and unavailable for appellate review. Id

Wherefore, undersigned request this motion be granted.


/s/ James C. Robinson
Attorney at Law
3919 Washington Blvd,
St. Louis, Mo 63108
(314)533-4357
(314)533-4356
Jcr4critique@yahoo.com

CERTIFICATE OF SERVICE

By my signature above it is certified that a copy of the above was served electronically through the ECF system to Trustees Sosne, Albin, Case, Conwell, Blackwell and O’Loughlin on this 10th day of December, 2014:

David A. Sosne, Attorney at Law
8909 Ladue Rd
St. Louis, Mo 63124

Seth Albin, Attorney at Law
222 South Central
St. Louis, Mo 63105

Robert Blackwell, Attorney at Law
P.O. Box 310
St. Louis, Mo 63366

Rebecca Case, Attorney at Law
7733 Forsythe Ste 500
St. Louis, Mo 63105

Kristin Conwell, Attorney at Law
P.O. Box 56550
St. Louis, Mo 63156

Thoma O'Loughlin, Attorney at Law
1736 N. Kingshighway
Cape Girardeau, Mo 63701

 #63594
/s/ James C. Robinson

in Support of the First Motion to Recuse at 10.) (The Judge never drafted such documents.)

- The Judge served as an investigator (First Motion to Recuse at 3.) (The Judge never served as an "investigator"; he served as the UST.)
- The Judge served as the U.S. Attorney. (Motion for Leave to Appeal at 24 & 25.) (The Judge never served as the U.S. or as an attorney with the Office of the USAG.)
- The Judge "either personally or in his supervisory or official capacity investigated [Critique Services L.L.C.] and advocated out of court adversarial positions and matters against Critique Services [L.L.C.] . . ." (Motion for Leave to Appeal at 17.) (The Judge was the UST, acting as a name-plaintiff and in an official capacity. He did not act "personally.")

In short, the Respondents blew a lot of phoney smoke to create the false impression of a real fire. But, not all rising vapor is smoke; sometimes it is the telltale sign of a steaming pile of fetid manure.

The actual facts about the Judge's employment relevant to the issue of disqualification are as follows: In June 2003, the Judge was appointed as the UST for Region 13 and served in that capacity until May 2006. As such, his three-year tenure began more than a decade ago. This was the Judge's only service in governmental employment before being elevated to the bench. He never served as an attorney with the Office of the UST prior to his service as the UST. He never served as the U.S. Attorney or as attorney with that office. In his capacity as the UST, Judge supervised the Assistant USTs in their duties and was the name-plaintiff in actions brought by his Office. He was not a party in his personal capacity. He was not an attorney who chaired prosecutions. He did not personally conduct investigations. He did not personally draft pleadings. During his service, his Office received numerous complaints about Critique Services L.L.C. and undertook several investigations into Critique Services L.L.C. His Office filed two lawsuits against Critique Service L.L.C. and certain of its employees (but not Mr. Robinson), both of which settled. All the matters involving Critique Services L.L.C. that were undertaken during the Judge's service as the

with their discovery obligations, but choosing instead to employ contempt, abuse of process, and vexatious litigation to avoid discovery, and after lesser sanctions failed to garner compliance, the Court orders, as set forth in this Memorandum Opinion and Order (the "Memorandum Opinion") that (i) the sanctions be imposed against the Respondents and Mr. Walton, and (ii) the Motion to Disgorge be granted in part.

I. THE RESPONDENTS' RELATIONSHIP WITH EACH OTHER

A. The Inconsistent Representations Regarding the Respondents' Relationship

Mr. Robinson has long practiced law before this Court. His practice is based on the low-cost/high-volume business model of representation of individuals. During the litigation of the Motion to Disgorge, he represented that he does business (that is, he practices law) as the other Respondent, Critique Services L.L.C., an artificial legal entity. (See, e.g., Response to the Motion to Disgorge [Docket No. 33] and Response to the Motion to Compel [Docket No. 65].) Accordingly, in prior orders, the Court treated the Respondents essentially as being one-and-the-same.³ However, Mr. Robinson also represented in other pleadings that he does business as "Critique Services." "Critique Services" (without the "L.L.C.") is a fictitious name, not an artificial legal entity. The problem is: a natural person, an artificial legal entity, and a fictitious name are distinct legal concepts. Because of these inconsistent representations, it is unclear how the Respondents are related. For purposes of this Memorandum Opinion and the accompanying Judgment, the Court will treat the Respondents as being "Mr. Robinson d/b/a Critique Services L.L.C." However, the Court also **ORDERS** that any monetary sanctions imposed upon the Respondents also be imposed upon Mr. Robinson and Critique Services, L.L.C., jointly and severally,

³ This is not a legal conclusion that a natural person can be a d/b/a of an artificial legal entity. In a footnote in its Order Denying the Amended Motion to Dismiss [Docket No. 82], the Court expressed concern about whether, as a legal matter, an artificial entity can be a d/b/a of a natural person. The Respondents never offered any comment or clarification on the point.

- An agent of the Respondents advised the Debtor that she must make false representations on her petition papers in order for Mr. Robinson to represent her in a chapter 7 bankruptcy case.
- An agent of the Respondents misled the Debtor into believing that her false representations would not present a legal problem.
- Mr. Robinson failed to correct the petition papers, despite knowing that they contained a false representation regarding the Debtor's address.
- Mr. Robinson signed the Debtor's petition papers and filed them on behalf of the Debtor, knowing that they contained a false representation.
- Mr. Robinson failed to advise the Debtor that making false representations on her petition papers was illegal, and represented, by filing the papers, that these false representations were acceptable.
- Following the filing of the petition papers, the Respondents' failure to return telephone calls, keep client records, and properly advise the Debtor as to how she could rescind the Reaffirmation Agreement resulted in the Debtor being unable to rescind her Reaffirmation Agreement.

In summary, the facts show that Mr. Robinson "practiced law" (and the Court uses that phrase very loosely) by using his non-attorney staff to collect payments, interview clients, and prepare the petition paperwork. He did not meet with the Debtor until after she paid for his services, and after she was improperly and repeatedly given bad "legal advice" from Mr. Robinson's non-attorney staff. At best, Mr. Robinson is a human rubberstamp who signs legal paperwork prepared by his non-attorney staff, but is so intellectually unengaged, incapable or indifferent that he fails to correct known false statements. However, the Court believes that the clear and convincing evidence (including the admitted facts and the reasonable inferences drawn from the Respondents' steadfast refusal to meet their discovery obligations, which involved disclosures about their business) establishes that the reality is much worse. Mr. Robinson runs a business that is a low-rent petition preparation mill masquerading as a law practice, where non-attorneys solicit false information, the attorney provides no real legal representation, and money is made off the exploitation of the vulnerable—those

Attachment 184

Robinson's Amended Motion to Disqualify the Judge

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

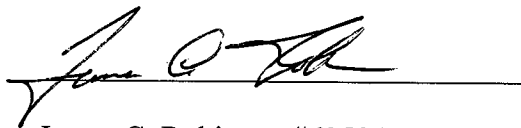
RECEIVED + FILED
2014 DEC 11 AM 11:11
CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

In:)	
Evette Nicole Reed	)	Case No 14-44818
Debtor)	
Pauline A, Brady	)	Case No 14-44909
Debtor)	
Lawanda Lanae Long	)	Case No 14-45773
Debtor)	
Marshall Beard	)	Case No 14-43751
Debtor)	
Darrell Moore	)	Case No 14-44434
Debtor)	
Nina Lynne Logan	)	Case No 14-44329
Debtor)	
Jovon Neosha Stewart	)	Case No 14-43912
Debtor)	
Angelique Renee Shields	)	Case No 14-43914
Debtor)	

AMENDED

**RESPONDENT JAMES C. ROBINSON'S MOTION AND SUGGESTIONS TO
RECUSE THE HONORABLE CHARLES E. RENDLEN, III FROM PRESIDING
OVER THE ORDER DIRECTING (I) JAMES ROBINSON TO SHOW CAUSE AS
TO WHY HIS FEES SHOULD NOT BE DISGORGED UNDER 329(B)**

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James C. Robinson #63594
Attorney at Law
3919 Washington
St Louis MO 63108
314-533-4357
(314)533-4356
Jcr4critique@yahoo.com

SUGGESTIONS IN SUPPORT OF MOTION TO RECUSE

Your Honor should recuse himself from presiding over the underlying Order Directing James Robinson to Show Cause As To Why His Fees Should Not Be Disgorged. By statute, a court should recuse itself if its impartiality might reasonably be questioned by an objective, neutral observer. 28 U.S.C. §455(a). This statute establishes an objective test and does not require a showing of actual bias. Lunde V. Helms, 29 F.3d 367, 370. As the Supreme Court emphasized, the intent behind this statute is to avoid what might appear to be a court that favors or disfavors one party in litigation over another. Liljeberg v. Health Servs. Acquisition Corp, 486 US 847, 860 (1988).

As your Your Honor has acknowledged, Your Honor was the United States Trustee from June 2003 until being appointed as a Bankruptcy Judge in May 2006. During this tenure, Your Honor participated in two adversary proceedings against Critique Services, LLC. See, In Re Thompson, Adv. Case Number 03-04003 (ED MO) and In Re Hardge, Adv. Case Number 05-04254), (Exhibit 1). Although disputed, Your Honor has previously ruled that Respondent James C. Robinson operated and conducted business as Critique Services, LLC. (See Exhibit 2).

Your Honor has acknowledged that in his capacity as a party opponent to Critique Services, LLC, Your Honor supervised the attorneys who prosecuted adversaries against Critique Services, LLC. Further, Your Honor has acknowledged that he received and investigated complaints concerning Critique Services, LLC.in his capacity as U.S. Trustee. Your Honor has not disclosed the substance of said complaints and the results of the investigations concerning Critique Services, LLC. Also, Your Honor has made public statements that would cause an impartial observer to doubt his impartiality in regard to

Critique Services, LLC. In particular, he has publicly called Critique Services, LLC a “low-rent petition preparation mill masquerading as a law practice.” (Exhibit3).

A reasonably objective observer would believe that Your Honor has formed unfavorable impressions of Respondent and Critique Services, LLC while pursuing and investigating prior adversaries and undisclosed complaints in your capacity as U.S. Trustee. Recusal is appropriate when a judge has received extrajudicial information, not on the record, concerning a party. Anderson v. State of Missouri, 402 SW 3d 86, 92 (MO. banc 2013); United States v. Tucker, 78 F3d 1313 (8th Cir 1996); US v. State of Alabama, 828 F2d 1532, 1545 (11th Cir 1987); In re Brooks, 383 F3d 1036, 1045 (DC Cir 2004). The concern is that a judge may be influenced by an extrajudicial source and may reach a conclusion based on that information not on the record and unavailable for appellate review. Id

Wherefore, undersigned request this motion be granted.



James C. Robinson #63594
Attorney at Law
3919 Washington Blvd,
St. Louis, Mo 63108
(314)533-4357
(314)533-4356
Jcr4critique@yahoo.com

CERTIFICATE OF SERVICE

By my signature above it is certified that a copy of the above was served electronically through the ECF system to Trustees Sosne, Albin, Case, Conwell, Blackwell and O'Loughlin on this 10th day of December, 2014:

David A. Sosne, Attorney at Law
8909 Ladue Rd
St. Louis, Mo 63124

Seth Albin, Attorney at Law
222 South Central
St. Louis, Mo 63105

Robert Blackwell, Attorney at Law
P.O. Box 310
St. Louis, Mo 63366

Rebecca Case, Attorney at Law
7733 Forsythe Ste 500
St. Louis, Mo 63105

Kristin Conwell, Attorney at Law
P.O. Box 56550
St. Louis, Mo 63156

Thoma O'Loughlin, Attorney at Law
1736 N. Kingshighway
Cape Girardeau, Mo 63701



James C. Robinson

in Support of the First Motion to Recuse at 10.) (The Judge never drafted such documents.)

- The Judge served as an investigator (First Motion to Recuse at 3.) (The Judge never served as an “investigator”; he served as the UST.)
- The Judge served as the U.S. Attorney. (Motion for Leave to Appeal at 24 & 25.) (The Judge never served as the U.S. or as an attorney with the Office of the USAG.)
- The Judge “either personally or in his supervisory or official capacity investigated [Critique Services L.L.C.] and advocated out of court adversarial positions and matters against Critique Services [L.L.C.] . . .” (Motion for Leave to Appeal at 17.) (The Judge was the UST, acting as a name-plaintiff and in an official capacity. He did not act “personally.”)

In short, the Respondents blew a lot of phoney smoke to create the false impression of a real fire. But, not all rising vapor is smoke; sometimes it is the telltale sign of a steaming pile of fetid manure.

The actual facts about the Judge’s employment relevant to the issue of disqualification are as follows: In June 2003, the Judge was appointed as the UST for Region 13 and served in that capacity until May 2006. As such, his three-year tenure began more than a decade ago. This was the Judge’s only service in governmental employment before being elevated to the bench. He never served as an attorney with the Office of the UST prior to his service as the UST. He never served as the U.S. Attorney or as attorney with that office. In his capacity as the UST, Judge supervised the Assistant USTs in their duties and was the name-plaintiff in actions brought by his Office. He was not a party in his personal capacity. He was not an attorney who chaired prosecutions. He did not personally conduct investigations. He did not personally draft pleadings. During his service, his Office received numerous complaints about Critique Services L.L.C. and undertook several investigations into Critique Services L.L.C. His Office filed two lawsuits against Critique Service L.L.C. and certain of its employees (but not Mr. Robinson), both of which settled. All the matters involving Critique Services L.L.C. that were undertaken during the Judge’s service as the

with their discovery obligations, but choosing instead to employ contempt, abuse of process, and vexatious litigation to avoid discovery, and after lesser sanctions failed to garner compliance, the Court orders, as set forth in this Memorandum Opinion and Order (the "Memorandum Opinion") that (i) the sanctions be imposed against the Respondents and Mr. Walton, and (ii) the Motion to Disgorge be granted in part.

I. THE RESPONDENTS' RELATIONSHIP WITH EACH OTHER

A. The Inconsistent Representations Regarding the Respondents' Relationship

Mr. Robinson has long practiced law before this Court. His practice is based on the low-cost/high-volume business model of representation of individuals. During the litigation of the Motion to Disgorge, he represented that he does business (that is, he practices law) as the other Respondent, Critique Services L.L.C., an artificial legal entity. (See, e.g., Response to the Motion to Disgorge [Docket No. 33] and Response to the Motion to Compel [Docket No. 65].) Accordingly, in prior orders, the Court treated the Respondents essentially as being one-and-the-same.³ However, Mr. Robinson also represented in other pleadings that he does business as "Critique Services." "Critique Services" (without the "L.L.C.") is a fictitious name, not an artificial legal entity. The problem is: a natural person, an artificial legal entity, and a fictitious name are distinct legal concepts. Because of these inconsistent representations, it is unclear how the Respondents are related. For purposes of this Memorandum Opinion and the accompanying Judgment, the Court will treat the Respondents as being "Mr. Robinson d/b/a Critique Services L.L.C." However, the Court also **ORDERS** that any monetary sanctions imposed upon the Respondents also be imposed upon Mr. Robinson and Critique Services, L.L.C., jointly and severally,

³ This is not a legal conclusion that a natural person can be a d/b/a of an artificial legal entity. In a footnote in its Order Denying the Amended Motion to Dismiss [Docket No. 82], the Court expressed concern about whether, as a legal matter, an artificial entity can be a d/b/a of a natural person. The Respondents never offered any comment or clarification on the point.

- An agent of the Respondents advised the Debtor that she must make false representations on her petition papers in order for Mr. Robinson to represent her in a chapter 7 bankruptcy case.
- An agent of the Respondents misled the Debtor into believing that her false representations would not present a legal problem.
- Mr. Robinson failed to correct the petition papers, despite knowing that they contained a false representation regarding the Debtor's address.
- Mr. Robinson signed the Debtor's petition papers and filed them on behalf of the Debtor, knowing that they contained a false representation.
- Mr. Robinson failed to advise the Debtor that making false representations on her petition papers was illegal, and represented, by filing the papers, that these false representations were acceptable.
- Following the filing of the petition papers, the Respondents' failure to return telephone calls, keep client records, and properly advise the Debtor as to how she could rescind the Reaffirmation Agreement resulted in the Debtor being unable to rescind her Reaffirmation Agreement.

In summary, the facts show that Mr. Robinson "practiced law" (and the Court uses that phrase very loosely) by using his non-attorney staff to collect payments, interview clients, and prepare the petition paperwork. He did not meet with the Debtor until after she paid for his services, and after she was improperly and repeatedly given bad "legal advice" from Mr. Robinson's non-attorney staff. At best, Mr. Robinson is a human rubberstamp who signs legal paperwork prepared by his non-attorney staff, but is so intellectually unengaged, incapable or indifferent that he fails to correct known false statements. However, the Court believes that the clear and convincing evidence (including the admitted facts and the reasonable inferences drawn from the Respondents' steadfast refusal to meet their discovery obligations, which involved disclosures about their business) establishes that the reality is much worse. Mr. Robinson runs a business that is a low-rent petition preparation mill masquerading as a law practice, where non-attorneys solicit false information, the attorney provides no real legal representation, and money is made off the exploitation of the vulnerable—those

Attachment 185

Order Denying Motions to Disqualify the Judge (not including the attachments thereto, consisting of numerous previous orders in which the Court addressed the issue of whether the Judge must disqualify simply because the matter involves a person affiliated with the Critique Services Business)

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

In re:	Evette Nicole Reed,	Debtor.	Case No. 14-44818-705
<hr/>			
In re:	Pauline A. Brady,	Debtor.	Case No. 14-44909-705
<hr/>			
In re:	Lawanda Lanae Long,	Debtor.	Case No. 14-45773-705
<hr/>			
In re:	Marshall Beard,	Debtor.	Case No. 14-43751-705
<hr/>			
In re:	Darrell Moore,	Debtor.	Case No. 14-44434-705
<hr/>			
In re:	Nina Lynne Logan,	Debtor.	Case No. 14-44329-705
<hr/>			
In re:	Jovon Neosha Stewart,	Debtor.	Case No. 14-43912-705
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In re:	Angelique Renee Shields,	Debtor.	Case No. 14-43914-705
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ORDER DENYING MOTION TO DISQUALIFY

On December 10, 2014, a motion for judicial disqualification was filed by James Robinson in each of the first six of the eight above-referenced cases (the “Cases”). On December 11, 2014, Mr. Robinson filed an amended motion for judicial disqualification (the “Motion for Disqualification”), amending the original motion to bring the request for disqualification in all eight cases Cases.

Mr. Robinson is an attorney who was suspended from the privilege of practicing before this Court on June 11, 2014, pursuant to the Memorandum Opinion entered in *In re Steward*, Case No. 11-46399 (the “*Steward* Memorandum Opinion”). In the instant Cases, Mr. Robinson is subject to a show-cause inquiry related to his apparent failure to timely return to the debtors (the “Debtors”) unearned legal fees. Mr. Robinson now seeks disqualification of the undersigned judge (the “Judge”) pursuant to 28 U.S.C. § 455(a).

This is not the first time that Mr. Robinson has demanded the Judge’s disqualification. Over the past sixteen months, in the contested matter of a motion to disgorge brought in *In re Steward* (the main bankruptcy case), and in an adversary proceeding, *Steward v. Critique Services L.L.C., et al.*, Adv. Proc. No. 13-4284—matters in which Mr. Robinson was, respectively, one of the respondents and one of the defendants—Mr. Robinson filed three motions for judicial disqualification. One of the grounds for disqualification argued by Mr. Robinson in the *Steward* proceedings was the Judge’s previous employment in government service.

Between 2003 and 2006, the Judge served as the United States Trustee (the “UST”) for Region 13. During his service, the Office of the UST received complaints about and investigated Critique Services L.L.C. (the “firm” with which Mr. Robinson is now affiliated, but with which he was not affiliated during the Judge’s UST service). In addition, the Judge was the name-plaintiff in his official capacity in two lawsuits against Critique Services L.L.C. These facts did not warrant disqualification in the *Steward* proceedings and the motions were denied.

Mr. Robinson, Critique Services, L.L.C., and their attorney, Elbert Walton appealed the *Steward* Memorandum Opinion entered in *In re Steward*, which

granted the motion to disgorge and imposed sanctions upon each of them. The appeal is pending before the U.S. District Court for the Eastern District of Missouri. There, the appellants argue, among other things, that the Court erred in declining to order disqualification based on the Judge's UST service.

By contrast, the adversary proceeding of *Steward v. Critique Services, L.L.C., et al.* settled in November 2014. The parties agreed in the settlement agreement that the agreement would become effective upon dismissal of the adversary proceeding and that a proposed order for such dismissal would be submitted to the Court for entry. That is, Mr. Robinson agreed to dismissal upon Court order, apparently having no concerns about the Judge presiding over, and entering a dispositive order in, a matter in which Mr. Robinson was involved—as long as the Court would be acting in the way Mr. Robinson wanted.

Now, however, in the instant Cases, Mr. Robinson once again returns to the position that the Judge must disqualify himself based on his UST service. In support of this, he alleges no facts related to the Judge's UST service that were not alleged in the motions filed in the *Steward* proceedings.

In the *Steward* proceedings, the Court issued several detailed orders determining that disqualification based on the Judge's UST service was not proper. The Court does not have the inclination or the time to explain here, yet-again, in yet-another lengthy order, why the Judge's UST service is not a basis for disqualification. There are only so many ways that the issue can be addressed without risking redundancy or condescension. Accordingly, the Court will attach a copy of (i) *Steward* Memorandum Opinion [Case No. 11-46399 Doc. No. 201] and (ii) the Order Denying the Motions to Recuse entered in *Steward v. Critique Services L.L.C.* [Adv. Proc. No. 13-4284 Doc. No. 90]. These opinions address why the Judge's UST service does not require disqualification.

Mr. Robinson also baselessly alleges that the Judge has unspecified "extrajudicial information" from his UST service that requires his disqualification from the Cases here. Mr. Robinson offers no support for this allegation. Indeed, this allegation is the same fiction that Mr. Robinson threw into his pleadings in the *Steward* proceedings and tried to pass off as true, in an apparent effort to

obtain disqualification by contrivance and innuendo. In fact, the Judge acquired no extrajudicial information relevant to these Cases during his UST service. These Cases were a decade away from being filed at the time of the Judge's UST service. The mere fact that the Judge has some familiarity with Critique Services L.L.C. from other matters that arose during his UST service is not evidence that the Judge now has impermissible extrajudicial information related to the show-cause inquiry in these Cases.

In addition, Mr. Robinson alleges that disqualification is required because, he alleges, "Your Honor" has made "public statements" that "would cause an impartial observer to doubt his impartiality in regard to Critique Services L.L.C." In support of these alleged "statements," he points only to the finding in the *Steward* Memorandum Opinion that Mr. Robinson's business is a "low-rent petition preparation mill masquerading as a law practice." This is a finding of fact made by the Court upon weighing the evidence in determining a matter before it; it is not an expression of personal bias by the Judge. And, the fact that the truth hurts is not a basis upon which it is reasonable to question a judge's impartiality.

Accordingly, the Court **ORDERS** that the Motion to Disqualify be **DENIED**.

DATED: December 11, 2014
St. Louis, Missouri 63102
mtc


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

Copy Mailed To:

David Nelson Gunn

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E. Rebecca Case

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Office of U.S. Trustee

111 South Tenth Street Suite 6353
St. Louis, MO 63102

Attachment 186

Trustees' Motion to Compel Turnover

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

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
_____)	

) **MOTION TO COMPEL TURNOVER**
)
)
) **Hearing Date: January 7, 2015**
) **Hearing Time: 9:30 a.m.**
)
)

Chapter 7 Trustees Seth A. Albin, E. Rebecca Case, David A. Sosne, Robert J. Blackwell, Kristin J. Conwell and Tom K. O’Loughlin (collectively the “Trustees”), pursuant to 11 U.S.C. §329, 542(a), 542(e) and Rule 2017 file this their Motion to Compel Turnover (“Motion”) and in support thereof, states as follows:

1. The Court has jurisdiction in regard to this matter pursuant to 28 U.S.C. §§151, 157, and 1334, and Local Rule 81-9.01(B) of the United States District Court for the Eastern District of Missouri.
2. Debtor Evette Nicole Reed (“Debtor Reed”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on June 14, 2014.
3. Seth A. Albin was appointed Chapter 7 Trustee for Debtor Reed in Case No. 14-44818.
4. Debtor Pauline A. Brady (“Debtor Brady”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on June 18, 2014.
5. E. Rebecca Case was appointed Chapter 7 Trustee for Debtor Brady in Case No. 14-44909.
6. Debtor Lawanda Lanae Long (“Debtor Long”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on July 22, 2014.

7. David A. Sosne was appointed Chapter 7 Trustee for Debtor Long in Case No. 14-45773.

8. Debtor Marshall Louis Beard (“Debtor Beard”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on May 8, 2014.

9. Robert J. Blackwell was appointed Chapter 7 Trustee for Debtor Beard in Case No. 14-43751.

10. Debtors Darrell Moore and Jocelyn Antoinette Moore (“Debtor Moore”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on May 30, 2014.

11. Kristin J. Conwell was appointed Chapter 7 Trustee for Debtor Moore in Case No. 14-44434.

12. Debtor Nina Lynne Logan (“Debtor Logan”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on May 28, 2014.

13. Tom K. O’Loughlin was appointed Chapter 7 Trustee for Debtor Logan in Case No. 14-44329.

14. Debtor Jovon Neosha Stewart (“Debtor Stewart”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on May 14, 2014.

15. David A. Sosne was appointed Chapter 7 Trustee for Debtor Stewart in Case No. 14-43912.

16. Debtor Angelique Renee Shields (“Debtor Shields”) filed a Chapter 7 Petition for Relief under the provisions of Chapter 7 of Title 11 on May 14, 2014.

17. David A. Sosne was appointed Chapter 7 Trustee for Debtor Shields in Case No. 14-43914.

18. On November 26, 2014, the Court entered an Order Directing (I) James Robinson to Show Cause as to Why His Fees Should Not be Disgorged Under § 329(b), and (II) the Chapter 7 Trustee to Provide Information Related to Fees (the “Show Cause Order”). A copy of the Show Cause Order is attached hereto and incorporated herein as **“EXHIBIT 1”**.

19. On December 2, 2014 the Court entered an Additional Order Directing (I) James Robinson to Show Cause as to Why His Fees Should Not Be Disgorged Under § 329(b), and (II) the Chapter 7 Trustee to Provide Information Related to Fees (the “Additional Show Cause Order”). A copy of the Additional Show Cause Order is attached hereto and incorporated herein as **“EXHIBIT 2”**.

20. On December 3, 2014 the Trustees sent a letter to Ross H. Briggs, James Clifton Robinson and Critique Legal Services requesting them to provide all of the information and supporting and verifying documentation (the “Information and Documents”) referenced in the Show Cause Order to each of the respective Trustees no later than December 10, 2014 (the “December 3, 2014 Letter”). A copy of the December 3, 2014 Letter is attached hereto and incorporated herein as **“EXHIBIT 3”**.

21. The Information and Documents are property of each bankruptcy estate.

22. Critique Legal Services has failed to turn over the Information and Documents.

23. Ross H. Briggs sent a letter dated December 8, 2014 to the Trustees, a copy of which is attached hereto and incorporated herein as **“EXHIBIT 4”**; however, the letter was not fully responsive to the request for the Information and Documents.

24. James Robinson sent a letter dated December 8, 2014 to the Trustees, a copy of which is attached hereto and incorporated herein as **“EXHIBIT 5”**; however, the letter was not

fully responsive to the request for the Information and Documents including failing to answer (ii)(b), (ii)(c) and (ii)(d).

25. Pursuant to 11 U.S.C. §329, 521(3), 542(e), Rule 2017, the Show Cause Order and the Additional Show Cause Order, Ross H. Briggs, James Clifton Robinson and Critique Legal Services have a duty to cooperate with the Trustees as necessary to enable each Trustee to perform his or her duties and also to provide information and documents relating to fees and the estate.

26. The failure of Ross H. Briggs, James Clifton Robinson and Critique Legal Services to turn over the Information and Documents prevents or hinders the Trustees from complying with the Show Cause Order, the Additional Show Cause Order and their duties. The Trustees have the right to inquire about the uses of property of the estate; the amount, extent and the source and payment of fees; and all other aspects of the administration of the estate as required by order, statute and rule. The attorneys and entities that have information and knowledge relating to the above are required to comply with the above and to make full disclosure to the Court and the Trustees.

27. Since the issuance of the Show Cause Order and the Additional Show Cause Order, the Court issued a third order on December 10, 2014 (the "Third Order"). The Third Order requests that the Trustees obtain additional information to supplement the previous orders. The Trustees request that Ross H. Briggs, James Clifton Robinson and Critique Legal Services provide all additional information and supporting documents responsive to the Third Order.

WHEREFORE, the Trustees respectfully request that this Court enter an order compelling Ross H. Briggs, James Clifton Robinson and Critique Legal Services to immediately

turn over the Information and Documents specified in the Show Cause Order and Additional Show Cause Order and to turn over the additional information and supporting documents responsive to the Third Order to each of the respective Trustees and granting such other and further relief as the Court deems just and proper.

STEWART, MITTLEMAN, HEGGIE &
HENRY

By: /s/ Seth A. Albin
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Fax: (314) 863-5312
E-mail: albintrustee@smhhlaw.com
*Chapter 7 Trustee for Debtor Evette Nicole
Reed*

SUMMERS COMPTON WELLS LLC

By: /s/ David A. Sosne
David A. Sosne - EDMO #28365MO
8909 Ladue Road
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Fax: (314) 991-2413
E-mail: dsosne@scwh.com
*Chapter 7 Trustee for Debtors Lawanda Lanae
Long, Jovon Neosha Stewart, and Angelique
Renee Shields*

CONWELL LAW FIRM LLC

By: /s/ Kristin J. Conwell
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PO Box 56550
St. Louis, Missouri 63156
Phone: (314) 652-1120
Fax: (314) 802-7822
E-mail: kconwell@conwelllawfirm.com
*Chapter 7 Trustee for Debtors Darrell Moore
and Jocelyn Antoinette Moore*

STONE, LEYTON & GERSHMAN
A Professional Corporation

By: /s/ E. Rebecca Case
E. Rebecca Case - EDMO #38010MO
7733 Forsyth Boulevard, Suite 500
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Phone: (314) 721-7011
Fax: (314) 721-8660
chapter7trustee@stoneleyton.com
*Chapter 7 Trustee for Debtor Pauline A.
Brady*

BLACKWELL AND ASSOCIATES

By: /s/ Robert J. Blackwell
Robert J. Blackwell - EDMO #23179MO
P.O. Box 310
O'Fallon, Missouri 63366-0310
Phone: (636) 240-3632
Fax: (636) 240-6803
E-mail: rblackwell@blackwell-lawfirm.com
*Chapter 7 Trustee for Debtor Marshall
Louis Beard*

O'LOUGHLIN, O'LOUGHLIN et al.

By: /s/ Tom K. O'Loughlin
Tom K. O'Loughlin - EDMO #24611MO
1736 N. Kingshighway
Cape Girardeau, Missouri 63701
Phone: (573) 334-9104
Fax: (573) 334-5256
E-mail: tomo@oloughlinlawfirm.com
*Chapter 7 Trustee for Debtor Nina Lynne
Logan*

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 December 12, 2014 to:

1. Ross H. Briggs
Post Office Box 58628
St. Louis, Missouri 63158
2. James Clifton Robinson
Critique Legal Services
3919 Washington Boulevard
St. Louis, Missouri 63108
3. Critique Legal Services
Attn: Managing Agent
Attn: Ross H. Briggs
Attn: James Clifton Robinson
3919 Washington Boulevard
St. Louis, Missouri 63108
4. Office of the United States Trustee
Thomas F. Eagleton Courthouse
111 South Tenth Street, Suite 6353
St. Louis, Missouri 63102
5. Evette Nicole Reed Debtor
2816 Burd Avenue
St. Louis, Missouri 63120
6. Pauline A. Brady Debtor
1732 Delrosa Way
St. Louis, Missouri 63138
7. Lawanda Lanae Long Debtor
2136 E. Alice, 1st Floor
St. Louis, Missouri 63107
8. Marshall Louis Beard Debtor
224 Country Shire Drive
St. Louis, Missouri 63367
9. Darrell Moore Debtor
230 N. Schlueter Avenue
St. Louis, Missouri 63135
10. Jocelyn Antoinette Moore Debtor
230 N. Schlueter Avenue
St. Louis, Missouri 63135
11. Nina Lynne Logan Debtor
308 Chalmette Drive
Hazelwood, Missouri 63042

12. Jovon Neosha Stewart
4335 Norfolk
St. Louis, Missouri 63110

Debtor

13. Angelique Renee Shields
2622 Accomac Street, 1st Floor
St. Louis, Missouri 63104

Debtor


NAME: _____

Attachment 187

Robinson's First Motion to Dismiss

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

In re:)
) **Judge Charles E. Rendlen III**
EVETTE NICOLE REED,) **Chapter 7**
))
) **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. 14-42751-705**
_____))
In re:))
))
DARRELL MOORE and))
JOCELYN ANTOINETTE MOORE,))
) **Debtors.**) **Case No. 14-44434-705**
_____))
In re:))
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NINA LYNNE LOGAN,))
) **Debtor.**) **Case No. 14-44329-705**
_____))
In re:))
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JOVON NEOSHA STEWART,))
) **Debtor.**) **Case No. 14-43912-705**
_____))
In re:))
))
ANGELIQUE RENEE SHIELDS,))
) **Debtor.**) **Case No. 14-43914-705**
_____))

RECEIVED & FILED
JAN 02 2015
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

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980 1-5-15

RESPONDENT, ATTORNEY JAMES C. ROBINSON, RESPONSES, OBJECTS AND MOVES FOR DISMISSAL TO ORDERS DIRECTING (1) JAMES ROBINSON TO SHOW CAUSE AS TO WHY HIS FEES SHOULD NOT BE DISGORGED UNDER §329(b) AND (2) THE CHAPTER 7 TRUSTEE TO PROVIDE INFORMATION RELATED TO FEES FOR MONETARY AND NON-MONETARY SANCTIONS AND TRUSTEES' MOTION TO COMPEL SEEKING INFORMATION FOR SANCTIONS

Respondent, Attorney James C. Robinson, pursuant to the Federal Rules of Civil Procedure, United States Bankruptcy Code, United States Constitution, Missouri Supreme Court Rules and the Local Rules of this Court, responds, objects and moves to Dismiss Order to Show Cause, dated November 26, 2014, December 2, 2014, December 10, 2014 and Trustees' Motion to Compel dated December 15, 2015.

Respondent hereby acknowledges the execution of all attorney fees paid were in compromise and settlement of disputed claims and said execution was not to be deemed as an admission of liability by Respondent or any party; and such liability being expressly denied, as communicated to the debtors' attorney and to debtors in the presence of their attorney, on December 6, 2014. (See Respondent's Exhibit 1A - G)

Further Respondent does not consent to the Jurisdiction of the Bankruptcy Court and that this matter be referred to District Court.

INTRODUCTION

On November 26, 2014 the Court, on its own initiative, issued a Show Cause Order in the Main Cause Number 14-45773, Document # 18, again on December 2, 2014, Document # 17, and the Court issued a Show Cause Orders in this matter to disgorge fees and seeking information related to those fees by the U. S. Trustees.

On December 10, 2014 (Case Number 14-45773, Document #26) Respondent filed a petition for Removal of Judge in this matter; which was denied on December 11, 2014 in Document #27). On December 10, 2014 (Document #28), the Judge in this matter issued an additional Show Cause Order for Trustees to Collect unearned fees and why monetary and non-monetary sanctions, for fees returned as unlawfully held.

Show Cause Orders, dated November 26, 2014, December 2, 2014 and December 10, 2014, initiated by this Court, are invalid and void of enforcement.

This matter was initiated by the Court and comes before this Court's issuance of Show Cause Orders pursuant to **§329(b)** directing the U. S. Trustees, prior to a hearing, to seek related information to fees, to collect, and for sanctions both monetary and non-monetary by this Court.

Respondent, under Rule 2017, has a legitimate, constitutionally protected right to a hearing first, a procedural due process of law under the Fifth Amendment, before the Court or the U. S. Trustees may enforce **§329(b)**, to collect, to seek information related to fees and why sanctions should not be imposed against Mr. Robinson for retaining and then refunding by this Court as unearned fees.

The U. S. Trustees (bonded officers of the Court) and the Court itself are cloaked with the knowledge of Rule 2017⁽¹⁾. Acting under the color of law, U. S. Trustees in compelling a motion or complying with a court order, as directed are still duty bound by the U. S. Constitution to uphold and protect the constitutional rights of Respondent.

⁽¹⁾ "Rule 2017, Examination of Debtor's Transactions with Debtor's Attorney | Federal Rules of Bankruptcy Procedure

- (a) PAYMENT OR TRANSFER TO ATTORNEY BEFORE ORDER FOR RELIEF. On motion by any party in interest or on the court's own initiative, the court after notice and a hearing may determine whether any payment of money or any transfer of property by the debtor, made directly or indirectly and in contemplation of the filing of a petition under the Code by or against the debtor or before entry of the order for relief in an involuntary case, to an attorney for services rendered or to be rendered is excessive.
- (b) PAYMENT OR TRANSFER TO ATTORNEY AFTER ORDER FOR RELIEF. On motion by the debtor, The United States trustee, or on the court's own initiative, the court after notice and a hearing may determine whether any payment of money or any transfer of property, or any agreement therefor, by the debtor to an attorney after entry of an order for relief in a case under the Code is excessive, whether the payment or transfer is made or is to be made directly or indirectly, if the payment, transfer, or agreement therefor is for services in any way related to the case."

Nevertheless, the Court in this matter has boot strapped each order directing the trustees, (who lack standing⁽²⁾), to collect the fees and seek information to fees, prior to a hearing in violation of Rule 2017. The U. S. Trustees and the Court, in this matter, have denied Respondent his legitimate constitutional right to due process of law under Rule 2017.

Rule 2017 mandates a prior hearing and a ruling by this Court, that said fees were ruled excessive then unearned. Respondent's attorney fee is \$299.00 for Chapter 7 relief and \$349.00 for joint. This fee may be, if not, the lowest in the St. Louis Metropolitan area. The overwhelming majority of Respondent's clients and Respondent are enter-city minority residents.

For said fees to be ruled excessive, by law, first, have to have been declared unreasonable or undisclosed; second, excessive then unearned. No such ruling, by this Court, has been determined and stated by the Trustees that Respondent's fees were ruled unreasonable or undisclosed, as excessive to enforce §329(b) to collect, seek information, and for sanctions, as unearned.

Respondent, pursuant to Federal Rules of Civil Procedure §12(b) (6) these Court Orders are not legally cognizable because sufficient facts have not been alleged to make out a cognizable claim. In this case, the Court has failed to find in evidence and Trustees have failed to state the sufficient (evidentiary) fact that the fees were held to be unreasonable or undisclosed, as excessive and thus unearned, in pursuant of §329(b).

Further, Respondent, pursuant to Federal Rules of Civil Procedure §12 (b) (1), moves to dismiss for lack of subject matter jurisdiction, to Show Cause Orders as Moot to 11 U.S.C. §329, 521(3), 542 (e) and Rule 2017 since all fees, although in dispute, were paid to Debtors in a timely manner, to avoid monetary and/or non-monetary sanctions.

⁽²⁾ "The Trustees have not received a ruling that the attorney fees are part of Debtor's estate."

A Federal Court must dismiss a case for lack of subject matter jurisdiction upon its own initiative Federal Rules of Civil procedure 12(h) 3.

Ultimately, this case, raises the question whether are not Bankruptcy attorneys will be required, by law, to place a defined amount in a client trust or IOLTA account even if the fee on its face would be customarily viewed as reasonable compensation received; to avoid juridical oversight.

The U. S. Bankruptcy Code, Missouri Supreme Court Rules, nor the Missouri Bar Association specify a specific amount of a fee must be placed in a client trust or IOLTA account.

Excessive fees have to be placed in a client trust or IOLTA account as unearned.

In this case, all Respondent's clients were serviced in a competent manner. The fees were not unreasonable, disclosed and thus, not excessive. Said fees were earned in a competent manner and not part of the Debtor estate upon the commencement date of Debtor's filed petition for relief. Pre-petition non-excessive fees not held or on hand, prior to the filing of Debtor's petition for relief are not part of the Debtor's estate. The fees in this case are all preparation fees. The debtor's estate includes "*all legal or equitable interests of the debtor in property as of the commencement of the case,*" 11 U.S.C. §541 (a) (1) *emphasis added*).

Even where fees were given by Debtor to Respondent in anticipation of Respondent filing a petition for Debtor but did not, is not unearned. As in this case where Respondent has placed the Debtor's in a position to receive their discharge in a competent manner. (See *Rittenhouse v Eisen*, 404 F3d 3a5, 6th Cir. 2005.)

The compensation received was reasonable as customarily viewed this Court has abused its discretion in determining the attorney fee was unreasonable without a prior hearing.

Respondent has fully complied with Show Cause Orders. Movants in this matter have the burden for sanctions that Respondent willfully refused absent good cause. (See *Gates v. Bando Chem. Indus. LTD* 167 FRD 90, 109 (D. Colo. 1996).

Respondent now objects and further moves to dismiss this action on procedural and substitutive laws.

BACKGROUND

On June 10, 2014, Attorney James C. Robinson, was suspended by this Court from the privilege of practicing before the U.S. Bankruptcy Court for the Eastern District of Missouri Memorandum and Order (as amended) entered in *In re Latoya Steward*, Case No. 13-46399-705. Currently, the suspension remains while an appeal is pending. Mr. Briggs on June 25, 2014, was ordered to file an affidavit, in Court, to the amount of fees refunded by Mr. Robinson to each Debtor. The June 25, 2014 Order to Mr. Briggs to request Mr. Robinson to remit attorney fees, was ordered without a hearing on whether or not Mr. Robinson had owed any attorney fees that were due.

Respondent (Mr. Robinson) in response to the invalid Order, dated June 25, 2014, stated to Mr. Briggs, he did not owe any fees.

On November 26, 2014 the Court, on its own initiative, issued a Show Cause Order in the Main Cause Number 14-45773, Document # 18, again on December 2, 2014, Document # 17, and the Court

issued Show Cause Orders in this matter to disgorge fees and seeking information related to those fees by the U. S. Trustees.

On December 10, 2014 (Case Number 14-45773, Document #26) Respondent filed a petition for Removal of Judge in this matter; which was denied on December 11, 2014 in Document #27). On December 10, 2014 (Document #28), the Judge in this matter issued an additional Show Cause Order for Trustees to Collect unearned fees and why monetary and non-monetary sanctions, for fees returned as unlawfully held.

PRELIMINARY STATEMENT

Attorney Robinson (Respondent) obtained, written consent from each client, for the assistance of Mr. Briggs. This was done in a competent manner without any additional cost or harm to Debtors, which were placed in a position to receive their discharge. To date, no debtor has claimed any fee due or was harmed.

Debtors *In re Long, joint Debtors, Moore and Logan's* attorney, Mr. Briggs has been in possession of Debtor's attorney fee in full since December 6, 2014.

All disputed fees under protest were paid without delay to avoid litigation and sanctions.

1. Respondent hereby acknowledges that the execution of the attorney fees was done in comprise and settlement of dispute claims and said execution was not to be deemed as an admission of liability by Respondent or any party, and said liability being expressly denied. This was conveyed to each Debtor in possession of remitted fees in the presence of their Attorney Ross; and again to Mr. Ross upon tender of payment for Debtor Long and joint Debtors Moore, on December 6, 2014.
2. In the December 2, 2014 Show Cause Order, the Court stated, "The fact that Mr. Robinson apparently has not returned any unearned fees raises the concern of whether there has been attempted impropriety in these cases..." A reasonable person would view this comment and action as bias to support an unfounded and predetermined allegation that cannot be reversed in a subsequent hearing.
3. In the December 10, 2014 Show Cause Order, the Court stated, "The Court is concerned that this forum and these cases have been used as a vehicle for improperly retaining property of the estate – that Mr. Robinson kept his unearned fees, assuming the Court would not notice and the Chapter 7 Trustees would not care"^③. The Trustees then there after filed a Motion to Compel against Respondent on December 15, 2014 on this matter in Document #30.

^③This Court had opened and initiated this matter on November 18, 2014 in Document #15, and later on December 3, 2014 in Document # 21, issued an ORDER AND NOTICE determining that a chapter 7 trustee is necessary in each Case to protect the interest of creditors and the debtor and to insure the efficient administration of the estate.

4. A reasonable person would view this comment and action as bias to support an unfounded and predetermined allegation that cannot be reversed in a subsequent hearing.

GENERAL OBJECTIONS

5. Respondent's investigation and development of all facts and circumstances relating to this action is ongoing. These responses and objections are made without prejudice to, and are not a waiver of Respondent's right to rely on other facts or documents at hearing. The information sought by the Court and Trustees, hereinafter, referred to as Interrogatory.
6. By making the accompanying responses and objections in Respondent's request for documents, and information. Respondent has fully complied and does not waive, and hereby expressly reserves, its right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings on any and all grounds including, but not limited to competency, relevancy, materiality, and privilege. Further, Respondent makes the responses and objections herein without in any way implying that it considers the requests and responses to the requests and interrogatories, to be relevant or material to the subject matter of this action.
7. A response to a document request or interrogatory stating that objections and/or indicating that documents will be produced shall not be deemed or construed that there are, in fact, responsive documents, that Respondent performed any of the acts describe in the document request, interrogatory, or definitions and/or instructions applicable to the document request or interrogatory, or that Respondent acquiesces in the characterization of the conduct or activities contained in the document request, interrogatory, or definitions and/or instructions applicable to the document request or interrogatory.
8. Respondent expressly reserves the right to supplement, clarify, revise, or correct any or all of the responses and objections herein, and to assert additional objections or privileges, in one or more subsequent supplemental response(s).
9. Publicly available documents including, but not limited to, newspaper clippings, court papers, and documents available on the Internet, will not be produced.
10. Respondent has the duty under Missouri Supreme Court Rule 4-1.6, Rule 4-1.9 (c) (2), Rule 4-1.8 (b) and Rule 4-1.9 (c) (1) to challenge a Court's invalid Order. The Trustee and Court have the burden to show Respondent willfully refused without good cause to comply as directed, although Respondent has fully complied.
11. Respondent objects to each document request, and interrogatory to the extent that it purports to impose any requirement or discovery obligation greater than or different from those under scope of Federal Rules of Civil Procedure and Rule 26, the applicable Rules and Orders of the U. S. Bankruptcy and Federal Courts. Notwithstanding Missouri Supreme Court Rule 4-1.6, Rule 4-1.9 (c) (2), Rule 4-1.8 (b) and Rule 4-1.9 (c) (1).
12. Respondent objects to each document request and interrogatory that is overly broad, unduly burdensome, or not reasonable calculated to lead to the discovery of admissible evidence.

13. Respondent objects to each document request to the extent that it calls for production of a privilege transaction or account from Respondent. A request for such a transaction or account unreasonable and unduly burdensome in light of the work product doctrine, and other privileges protecting such internal documents from discovery.
14. Respondent objects to each document request and interrogatory to the extent that it seeks documents protected from disclosure by the attorney-client privilege, attorney work product doctrine, privilege client communication or any other applicable privilege. Should any disclosure by Respondent occur, it is inadvertent and shall not constitute a waiver of any privilege.
15. Respondent objects to each document request and interrogatory as overbroad and unduly burdensome to the extent it seeks documents or information that are readily or more accessible to Trustee from Trustee's own files, from documents or information in Trustee's possession, or from documents or information that Respondent previously produced to Trustee. Responding to such requests and interrogatory would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests and interrogatory is substantially the same or less for Respondent as for Trustee. This objection encompasses, but is not limited to, documents and answers to interrogatories if previously produced by Respondent to Trustee in the course of this action.
16. Trustee's document requests and interrogatory call for the production of documents and information held by other entities that may contain confidential, proprietary, or trade secret information.
17. To the extent any of Trustee's document requests or its interrogatory seek documents or answers that include financial material, including but limited marketing materials; Respondent objects to any such requests and interrogatory as a qualified privilege, trade secret and expressly reserves the right to assert additional objections or privileges, in one or more subsequent supplemental response(s) in accordance with the time period, set by the Court.
18. None of the objections or responses contained herein is an admission concerning the existence of any documents or materials, the relevance or admissibility of any documents, materials or information, or the truth or accuracy of any statement or characterization in Respondent's interrogatories. The Respondent's written responses are made without waiving, but, on the contrary, expressly reserving: (a) the right to object, on the grounds of competency, privilege, relevancy, materiality or any other proper grounds, to the use of the information provided herein, in whole or in part, in any subsequent proceeding in this action or any other action; (b) the right to object on any and all grounds, at any time, to other discovery requests involving or relating to the subject matter of these requests; and (c) the right at any time to revise, correct, add or clarify any of the responses provided herein.
19. Respondent objects to any interrogatory to the extent it is a contention interrogatory. Respondent objects to any such interrogatory on the grounds that it is premature in light of the present early state of this matter without a prior Hearing as to Rule 2017. Because Civil Procedure Rule imposes a duty of supplementation, complying with such interrogatories would require the Respondent to

continually supplement their responses each time they receive an additional document or information concerning the subject contention on which the interrogatory seeks information. Doing so would cause the Respondent to suffer unnecessary burden and expense and would not serve to narrow the issues that are in dispute. Accordingly, in response to any such contention interrogatory, Respondent has provided a response encompassing the current state of Respondent's knowledge, belief, and understanding, but reserve the right to supplement.

20. To the extent any of Trustee's document requests or its interrogatory seek documents or answers that include expert material, including but not limited to expert opinion materials, or opinion of Respondent's work product. Respondent objects to any such request and interrogatory as premature, conclusions of fact and law. Respondent expressly reserves the right to supplement, clarify, revise, or correct any or all responses to such requests, and to assert additional objections or privileges.
21. Respondent objects to interrogatory and document request as for lack of subject matter jurisdiction all fees have been returned by Respondent as to Civil Procedure Court Rule 12 (b) (1). There is no case in controversy.
22. Respondent objects to Show Cause Orders, interrogatory and document request as an invalid Order, for lack of due process to Respondent as to Rule 2017.
23. Respondent objects to Show Cause Orders for information and document request pursuant to Federal Rule Civil Procedure 12 b (6). Said Orders lack sufficient facts supported by evidence to make out a cognizable claim that attorney fees were ruled unreasonable, not disclosed, excessive as unearned.
24. Respondent, pursuant to Federal Rules of Civil Procedure §12(b) (6) these Court Orders are not legally cognizable because sufficient facts have not been alleged to make out a cognizable claim. In this case, the Court has failed to find in evidence and Trustees have failed to state the sufficient (evidentiary) fact that the fees were held to be unreasonable or undisclosed, as excessive and thus unearned, in pursuant of §329(b).
25. Further, Respondent, pursuant to Federal Rules of Civil Procedure §12 (b) (1), moves to dismiss for lack of subject matter jurisdiction, to Show Cause Orders as Moot to 11USC§329, 521(3), 542 (e) and Rule 2017 since all fees, although in dispute, were paid to Debtors in a timely manner, to avoid monetary and/or non-monetary sanctions.
26. A Federal Court must dismiss a case for lack of subject matter jurisdiction upon its own initiative Federal Rules of Civil procedure 12(h) 3.
27. Respondent objects to Trustee's Motion to Compel by boot-strapping the Show Cause Orders lacking due process to Respondent as to Rule 2017, and standing.
28. Respondent objects to Show Cause Orders interrogatory and document request for Removal of Judge, in this matter, under 28 USC 144.

29. Mr. Robinson obtained, by written consent from each client, the assistance of Mr. Briggs. No Client to date has claimed any fees are due them or were harmed.
30. Debtors *In re Long, joint Debtor's In re Moore and In re Logan's* their attorney Mr. Briggs has been in possession of the attorney fee since December 6, 2014, without delay to disputed fees, under protest.
31. Respondent is a member of a protected class (a minority) and has a legitimate right to Equal Protection of law without the fear of being sanctioned and an opportunity to be heard (hearing). All which have been denied by this Court and Trustees.

OBJECTION AND RESPONSE TO COURT'S SHOW CAUSE ORDERS FOR INFORMATION
(INTERROGATORY)

Information sought interrogatory dated November 26, 2014

Therefore, the Court ORDERS that:

- (i) Mr. Robinson show cause as to why the Court should not order disgorgement, by credibly accounting for how he earned the fees;
- (ii) The chapter 7 trustee address the following:
 - (a) To whom, specifically, the fees for were paid;
 - (b) Where the fees were held following payment, including whether such fees were held in a client trust account;
 - (c) Where the fees are held today; and
 - (d) Whether any of those fees have been disbursed to Mr. Robinson, any attorney affiliated or otherwise associated with (formally or informally) Critique Services L.L.C. or any permutation of Critique Services L.L.C., to any employee, officer, or owner of Critique Services L.L.C., or to any other person.

RESPONSE TO (i):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, moot, ambiguous, overly broad, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "credible accounting". Both the term or phrase is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent further objects that this request for credible accounting violates Respondents right to due process of law.

The Court has predetermined it is necessary for Mr. Robinson to present some type of credible accounting before the Court has received any testimonial evidence presented by Respondent.

Respondent has a constitutional right to address the issue ("how he earned the fees") by oral testimony alone if Respondent desires to meet the burden for the \$299.00 attorney fee, without the fear of being sanctioned for not presenting any vague, ambiguous and overly broad "credible accounting".

RESPONSE TO (ii) (a):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, moot, ambiguous, overly broad, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "to whom, specifically, the fees were paid". Both the term or phrase "to whom" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees.

RESPONSE TO (ii) (b):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, moot, ambiguous, overly broad, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "where the fees were held". Both the term or phrase "where the fees were held" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees and were not held.

RESPONSE TO (ii) (c):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, moot, ambiguous, overly broad, irrelevant and hereby incorporates General Responses and Objections specifically No.1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "where the fees are held today". Both the term or phrase "where the fees are held today" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees and were not held (thus not on hand today or at time of filing Debtors Petition for Relief).

RESPONSE TO (ii) (d):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "whether any of those fees have been disbursed". Both the term or phrase "whether any of those fees have been disbursed" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees and were not held (thus not on hand today or at time of filing Debtors Petition for Relief).

Respondent has previously stated in full response to this information request that fees were not shared.

OBJECTION AND RESPONSE TO COURT'S SHOW CAUSE ORDERS FOR INFORMATION

(INTERROGATORY)

Information sought interrogatory dated December 2, 2014

Accordingly, the Court requires an accounting of the fees collected by Mr. Robinson in the Additional Two Cases, and ORDERS that:

- (i) Mr. Robinson show cause as to why the Court should not order at least partial disgorgement of the fees collected in the Additional Two Cases, by credibly accounting for how he earned his fees post-suspension;

(ii) The chapter 7 trustee address the following:

- (a) To whom, specifically, the fees for were paid;
- (b) Where the fees were held following payment, including whether such fees were held in a client trust account;
- (c) Where the fees are held today; and
- (d) Whether any of those fees have been disbursed to Mr. Robinson, any attorney affiliated or otherwise associated with (formally or informally) Critique Services L.L.C. or any permutation of Critique Services L.L.C., to any employee, officer, or owner of Critique Services L.L.C., or to any other person.

RESPONSE TO (i):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "credible accounting". Both the term or phrase is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Debtors *In re Long, joint Debtors, Moore and Logan's* attorney, Mr. Briggs has been in possession of Debtor's attorney fee in full since December 6, 2014.

Respondent further objects that partial disgorgement is moot.

Respondent further objects that this request for credible accounting violates Respondents right to due process of law.

The Court has predetermined it is necessary for Mr. Robinson to present some type of credible accounting before the Court has received any testimonial evidence presented by Respondent.

Respondent has a constitutional right to address the issue ("how he earned the fees") by oral testimony alone if Respondent desires to meet the burden for the \$299.00 attorney fee, without the fear of being sanctioned for not presenting any vague, ambiguous and overly broad "credible accounting".

RESPONSE TO (ii) (a):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "to whom, specifically, the fees were paid". Both the term or phrase "to whom" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees.

RESPONSE TO (ii) (b):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "where the fees were held". Both the term or phrase "where the fees were held" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees and were not held.

RESPONSE TO (ii) (c):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "where the fees are held today". Both the term or phrase "where the fees are held today" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees and were not held (thus not on hand today or at time of filing Debtors Petition for Relief).

RESPONSE TO (ii) (d):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "whether any of those fees have been disbursed". Both the term or phrase "whether any of those fees have been disbursed" is not defined.

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

Respondent has previously stated in full response to this information request that Respondent received the fees and were not held (thus not on hand today or at time of filing Debtors Petition for Relief).

Respondent has previously stated in full response to this information request that fees were not shared.

OBJECTION AND RESPONSE TO COURT'S SHOW CAUSE ORDERS FOR INFORMATION
(INTERROGATORY)

Information sought interrogatory dated December 10, 2014

"The Court requires an accounting of where the fees have been and why they were not returned sooner. Once the Court has this accounting, it can determine whether it is proper to impose sanctions upon Mr. Robinson."

Therefore, the Court **ORDERS** that:

- (i) Mr. Robinson show cause why the Court should not impose monetary and/or nonmonetary sanctions upon him for retaining his unearned fees; and
- (ii) The chapter 7 trustee, the person responsible for accounting to the Court for property of the estate, address the following:
 - (a) The amount of attorney's fees paid to Mr. Robinson;
 - (b) To whom, specifically, the fees were paid;
 - (c) Where the fees were held following payment and throughout the six months following Mr. Robinson's suspension, including whether such fees were held in a client trust account.
 - (d) Where the fees are held today (if they have not been returned);
 - (e) Who issued the refund check or other negotiable instrument, and from what account;

- (f) Whether any of those fees were disbursed to Mr. Robinson, any attorney affiliated or otherwise associated with (formally or informally) Critique Services L.L.C. or any permutation of Critique Services L.L.C., to any employee, officer, or owner of Critique Services L.L.C., or to any other person, prior to being refunded to the debtor.
- (iii) This matter be set for hearing at the Thomas F. Eagleton U.S. Courthouse, 111 S. Tenth St., Floor 7, Courtroom South, St. Louis, Missouri, on January 21, 2015, at 10:00 A.M.

RESPONSE TO (i):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "retaining his". Both the term or phrase "retaining his" is not defined. "Retaining his" denotes the fact that the Court has already determined that Respondent has a legal and equitable interest in the attorney fees he received.

"The Court requires an accounting of where the fees have been and why they were not returned sooner. Once the Court has this accounting, it can determine whether it is proper to impose sanctions upon Mr. Robinson."

However, this Court desires to sanction Respondent for protecting his legal and equitable interest in the fees. The Fifth Amendment of the United States Constitution provides that no property shall be taken from an individual without the due process of law. Clearly in this entire matter, this Court has already determined from the June 25, 2014 Order to Mr. Briggs to request Respondent to remit fees this Court deemed owed. This Court has already determined from the tone of these Orders and the June 25, 2014 Order to Mr. Briggs to seek remittance of attorney fees from Respondent that the fees were unreasonable; without a prior hearing under Rule 2017. This is an abuse of discretion and appealable error. (See *Walton*, 223 F 3d at 863 *Snyder v Dewoskin (In re Mahendra)*, 131 F. 3d 375; 757. (8th Cir 1997)).

Respondent objects to this request as irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

RESPONSE TO (ii):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term “the person responsible for accounting to the Court”. Both the term or phrase “the person responsible for accounting to the Court” is not defined.

Respondent has the burden for responsible accounting to the Court to show the compensation received was reasonable. This Court has already determined from the tone of these Orders and the June 25, 2014 Order to Mr. Briggs to seek remittance of attorney fees from Respondent that the fees were unreasonable; without a prior hearing under Rule 2017. This is an abuse of discretion and appealable error. (See *Walton*, 223 F 3d at 863 *Snyder v Dewoskin (In re Mahendra)*, 131 F. 3d 375; 757. (8th Cir 1997))

RESPONSE TO (ii) (a):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term “the amount of attorney’s fees”. Both the term or phrase “the amount of attorney’s fees” is not defined.

Six debtors paid \$299.00 and a joint couple paid \$349.00 which have been fully refunded under dispute and protest to avoid litigation.

Respondent objects to this request as irrelevant and moot to this action and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad, unduly burdensome, vague and ambiguous.

RESPONSE TO (ii) (b):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term “to whom, specifically”. Both the term or phrase “to whom, specifically” is not defined.

Respondent has previously stated he received the fees and were returned to the debtors under protest and in dispute.

RESPONSE TO (ii) (c):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No.1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "where the fees were held". Both the term or phrase "where the fees were held" is not defined.

Respondent has previously stated to the Trustees, in full compliance, the fees were not held.

RESPONSE TO (ii) (d):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "where the fees are held today". Both the term or phrase "where the fees are held today" is not defined.

Respondent has previously stated to the Trustees, in full compliance, the fees were not held and were returned in a prudent timely manner in dispute and under protest to avoid litigation on December 6, 2014 after receiving the initial Show Cause Order dated November 26, 2014.

RESPONSE TO (ii) (e):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "who issued". Both the term or phrase "who issued" is not defined.

"The source of funds is irrelevant to a determination of whether they were property of the estate..." (See In re: Robert G. Zepeki, Debtor, Steven C. R. Brown, Appellant v. James C. Luker, Trustee, Appellee, No. 00-6074 EA, Appeal from the U.S. Bankruptcy Court for the E. Dist. Of Ark 2001.)

Respondent has previously stated to the Trustees, in full compliance, the fees were not held and were returned in a prudent timely manner in dispute and under protest to avoid litigation on December 6, 2014 after receiving the initial Show Cause Order dated November 26, 2014.

RESPONSE TO (ii) (f):

Respondent objects to the discovery request subject to and without waiving the General Responses and Objections set forth above, the Respondent answers as follows:

The Respondent objects to this request as vague, ambiguous, overly broad, moot, irrelevant and hereby incorporates General Responses and Objections specifically No. 1 through 31 as though fully set forth herein.

Respondent further objects to this information request as vague and ambiguous to the extent that it relies on the term "whether any of those fees". Both the term or phrase "whether any of those fees" is not defined.

Respondent has previously stated in full response to this information request that Respondent received the fees, not held (thus not on hand today or at time of filing Debtors Petition for Relief), and not part of debtor estate.

Respondent further objects that the Orders and Motion to Comply are violations of Respondent's Equal Protection of the laws.

Respondent is a member of a protected class (a minority) and has a legitimate right to Equal Protection of law without the fear of being sanctioned and an opportunity to be heard (hearing). All which have been denied by this Court and Trustees. This Court has ordered Trustees to collect, as directed, and seek information for sanctions. The Trustees and Court in this matter have sought to do so in further violation of Respondent's right to Due Process of Law.

Even, if Respondent is granted a hearing, the damage is done and cannot and will not be reversed; by a rightful hearing. A hearing of any kind, at any time in this matter is a continuing violation of Respondent's rights to Due Process of Law (The dye has been casted and set.)

WHEREFORE, the Respondent respectfully request that this Court enter an order denying the Show Cause Orders for aforesaid reasons set forth , compelling Briggs, James Clifton Robinson and Critique Legal Services to turn over information sought , documents specified in the Show Cause Orders for sanctions , to each respective Respondent. Further, granting Respondents such other and further relief as the Court deems just and proper.

Respectfully submitted,



/s/ James C. Robinson

James C. Robinson #30969

Attorney at Law

3919 Washington Ave.

St. Louis Mo. 63108

Cell # (314) 922- 7451

Office (314) 533-4357

Fax (314) 533-4356

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent via first class, United States mail, postage paid and/or electronic notice on January 2, 2015 to:

1. Ross H. Briggs
Post Office Box 58628
St. Louis, Missouri 63158
2. Critique Legal Services
3919 Washington Boulevard
St. Louis, Missouri 63108
3. Office of the United States Trustee
Thomas F. Eagleton Courthouse
111 South Tenth Street, Suite 6353
St. Louis, Missouri 63102
4. Evette Nicole Reed Debtor
2816 Burd Avenue
St. Louis, Missouri 63120
5. Pauline A. Brady Debtor
1732 Delrosa Way
St. Louis, Missouri 63138
6. Lawanda Lanae Long Debtor
2136 E. Alice, 1st Floor
St. Louis, Missouri 63107
7. Marshall Louis Beard Debtor
224 Country Shire Drive
St. Louis, Missouri 63367
8. Darrell Moore Debtor
230 N. Schlueter Avenue
St. Louis, Missouri 63135
9. Jocelyn Antoinette Moore Debtor
230 N. Schlueter Avenue
St. Louis, Missouri 63135
10. Nina Lynne Logan Debtor
308 Chalmette Drive
Hazelwood, Missouri 63042
11. Jovon Neosha Stewart Debtor
4335 Norfolk
St. Louis, Missouri 63110

STEWART, MITTLEMAN, HEGGIE &
HENRY

By: /s/ Seth A. Albin
Seth A. Albin – EDMO #46483MO
222 South Central Avenue, Suite 501
St. Louis, Missouri 63105
Phone: (314) 863-8484
Fax: (314) 863-5312
E-mail: albintrustee@smhhlaw.com
*Chapter 7 Trustee for Debtor Evette Nicole
Reed*

SUMMERS COMPTON WELLS LLC

By: /s/ David A. Sosne
David A. Sosne – EDMO #28365MO
8909 Ladue Road
St. Louis, Missouri 63124
Phone: (314) 991-4999
Fax: (314) 991-2413
E-mail: dsosne@scwh.com
*Chapter 7 Trustee for Debtors Lawanda Lanae
Long, Jovon Neosha Stewart, and Angelique
Renee Shields*

CONWELL LAW FIRM LLC

By: /s/ Kristin J. Conwell
Kristin J. Conwell – EDMO #58735MO
P.O. Box 56550
St. Louis, Missouri 63156
Phone: (314) 652-1120
Fax: (314) 802-7822
E-mail: kconwell@conwelllawfirm.com
*Chapter 7 Trustee for Debtors Darrell Moore
And Jocelyn Antoinette Moore*

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
Phone: (314) 721-7011
Fax: (314) 721-8660
chapter7trustee@stoneleyton.com
*Chapter 7 Trustee for Debtor Pauline A.
Brady*

BLACKWELL AND ASSOCIATES

By: /s/ Robert J. Blackwell
Robert J. Blackwell – EDMO #23179MO
P.O. Box 310
O'Fallon, Missouri 63366-0310
Phone: (636) 240-3632
Fax: (636) 240-6803
E-mail: rblackwell@blackwell-lawfirm.com
*Chapter 7 Trustee for Debtor Marshall
Louis Beard*

O'LOUGHLIN, O'LOUGHLIN et al

By: /s/ Tom K. O'Loughlin
Tom K. O'Loughlin – EDMO #24611MO
1736 N. Kingshighway
Cape Girardeau, Missouri 63701
Phone: (573) 334-9104
Fax: (573) 344-5256
E-mail: tomo@oloughlinlawfirm.com
*Chapter 7 Trustee for Debtor Nina Lynne
Logan*



Attachment 188

Order Denying Robinson's First Motion to Dismiss

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

In re:	§	§
Evette Nicole Reed,	§	Case No. 14-44818-705
Debtor.	§	§
<hr/>		
In re:	§	§
Pauline A. Brady,	§	Case No. 14-44909-705
Debtor.	§	§
<hr/>		
In re:	§	§
Lawanda Lanae Long,	§	Case No. 14-45773-705
Debtor.	§	§
<hr/>		
In re:	§	§
Marshall Beard,	§	Case No. 14-43751-705
Debtor.	§	§
<hr/>		
In re:	§	§
Darrell Moore,	§	Case No. 14-44434-705
Debtor.	§	§
<hr/>		
In re:	§	§
Nina Lynne Logan,	§	Case No. 14-44329-705
Debtor.	§	§
<hr/>		
In re:	§	§
Jovon Neosha Stewart,	§	Case No. 14-43912-705
Debtor.	§	§
<hr/>		
In re:	§	§
Angelique Renee Shields,	§	Case No. 14-43914-705
Debtor.	§	§
<hr/>		

**ORDER REGARDING CERTAIN ALLEGATIONS, REPRESENTATIONS, AND
REQUESTS FOR RELIEF IN THE ROBINSON RESPONSE**

On January 2, 2015, James C. Robinson, an attorney who currently is suspended from the privilege of practicing before this Court, filed a response (the “Robinson Response”) in the above-referenced cases (the “Cases”) to the three pending Show Cause Orders (as defined herein) entered by the Court and the pending Motion to Compel Turnover jointly filed by the chapter 7 trustees (the “Chapter 7 Trustees”) in the Cases. The Court now finds that certain allegations in the Robinson Response are false, directs Mr. Robinson to produce certain documents related to allegations in the Robinson Response, and orders that certain requests for relief in the Robinson Response be denied. Nothing herein prejudices Mr. Robinson from making non-vexatious argument or presenting relevant, admissible evidence at the upcoming hearings on the Show Cause Orders and the Motion to Compel Turnover.

I. FACTS

Mr. Robinson’s Suspension from the Privilege of Practicing Before this Court. On June 10, 2014, Mr. Robinson was suspended from the privilege of practicing before this Court for, among other things, contempt and the willful and unexcused refusal to participate in discovery. (Memorandum and Order, as amended, in *In re Latoya Steward*, Case No. 13-46399-705.) During his suspension, Mr. Robinson may not practice before this Court in any capacity, in any case, on behalf of any person, other than in representation of himself. He may not serve as co-counsel. The Court records indicate that, prior to being suspended, Mr. Robinson collected fees from the debtors in these Cases (the “Debtors”). The records also indicate that, due to his suspension, Mr. Robinson could not have rendered some or all of the services for which he collected fees. However, as of November 26, 2014, Mr. Robinson had not returned any unearned portion of his fees.

The First Show Cause Order. On November 26, 2014, in the first six of the above-captioned eight cases (the “First Six Cases”), the Court entered an Order Directing (I) James Robinson to Show Cause as to Why His Fees Should

Not Be Disgorged Under § 329(b), and (II) the Chapter 7 Trustee to Provide Information Related to Fees (the “First Show Cause Order”). In each of the First Six Cases, the records show that Mr. Robinson collected fees prior to his suspension, but that the cases were filed only after his suspension. Since Mr. Robinson could not file the cases, another attorney, Mr. Ross Briggs,¹ filed the cases and represented the debtors. However, Mr. Briggs could not “earn” Mr. Robinson’s fees for him, regardless of Mr. Robinson’s contention that the “clients were serviced^[2] in a competent manner.” In addition, Mr. Robinson’s assertion that his fees were only for “preparation services” is dubious. Mr. Robinson is not a non-lawyer bankruptcy petition preparer; until his suspension, he was a lawyer who was retained to prepare, file, and represent clients in bankruptcy cases.

Accordingly, in the First Show Cause Order, the Court ordered Mr. Robinson to show cause why any unearned fees he held should not be ordered disgorged pursuant to § 329(b) of title 11 of the United States Code, the statute that permits disgorgement to the estate of debtor’s attorney’s fees that are excessive.³ It also ordered the Chapter 7 Trustees to address certain issues related to the fees, including: to whom, specifically, the fees were paid; where the fees were held following payment; where the fees are held today; and whether any of those fees have been disbursed to Mr. Robinson, any attorney affiliated or otherwise associated with (formally or informally) Critique Services L.L.C. or any permutation of Critique Services L.L.C., to any employee, officer, or owner of Critique Services L.L.C., or to any other person. The Court advised that while it

¹ Mr. Briggs has a long-time professional affiliation with Mr. Robinson’s “firm,” Critique Services L.L.C., and has his own history of making misleading representations to this Court, in connection with his efforts to represent Mr. Robinson’s former clients following Mr. Robinson’s suspension.

² Presumably, Mr. Robinson means “served,” not “serviced.”

³ Section 329 provides that “if [compensation paid or agreed to be paid to an attorney representing a debtor in connection with a bankruptcy case] 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—(1) the estate, if the property transferred—(A) would have been property of the estate . . .”

would welcome Mr. Robinson voluntarily providing to the Chapter 7 Trustees any portion of any fees in any case that were paid to him but which he did not earn, doing so at this point would not make the show cause inquiry moot. Returning the fees now would not resolve whether there was impropriety by Mr. Robinson in failing to timely return the fees.

The Second Show Cause Order. On December 2, 2014, the Court entered an Additional Order (the “Second Show Cause Order”), adding two more cases (the final two above-captioned cases (the “Additional Two Cases”)⁴ to the show cause inquiry. In the Second Show Cause Order, Mr. Robinson again was directed to show cause as to why the fees that he collected prior to his suspension should not be ordered disgorged to the estate pursuant to § 329(b). In the Additional Two Cases—unlike in the First Six Cases—Mr. Robinson had filed the cases before his suspension. However, the records appear to indicate that Mr. Robinson failed to render all legal services required in those cases prior to his suspension. For example, the dockets show that the § 341 meetings of creditors were conducted on June 17, 2014—after Mr. Robinson’s suspension. Mr. Robinson could not have represented his clients at this statutorily required, critical meeting.⁵ The directives in the Second Show Cause Order were similar to the directives in the First Show Cause Order.

The Return of the Fees. Shortly after the issuance of the First and Second Show Cause Orders, Mr. Briggs filed amended schedules in certain of the Cases, representing that, on December 6, 2014, Mr. Robinson returned the fees to those Debtors—although it is not clear whether Mr. Robinson provided the fees to the chapter 7 trustee, as instructed by the Court, or to the Debtors directly. Mr. Briggs also filed amended schedules for those Debtors, claiming an exemption in the fees. As such, it appears that Mr. Robinson knowingly held, for many months, unearned fees, and returned those fees only in the face of the

⁴ The Additional Two Cases are *In re Stewart* and *In re Shields*.

⁵ The Court also notes that, according to its records, the Debtors in the Additional Two Cases had no (non-suspended) counsel on the date of their § 341 meetings. Mr. Briggs did not first appear for those debtors until more than a month later.

First and Second Show Cause Orders. It is unexplained why Mr. Briggs made no attempt over the six months to advocate before this Court for his clients' interests in the fees.

The Third Show Cause Order. On December 10, 2014, the Court issued a third show cause order (the "Third Show Cause Order," collectively with the First and Second Show Cause Orders, the "Show Cause Orders") in the Cases. In the Third Show Cause Order, the Court advised that it was concerned that this forum and these Cases were used as vehicles by Mr. Robinson to improperly retain property of the estate. It appeared that Mr. Robinson had kept his unearned fees for months, assuming the Court would not notice and the chapter 7 trustees would not care,⁶ and did not return the fees until faced with a show cause order. In addition, the Court expressed concern that Mr. Robinson violated the rules of professional conduct by failing to timely return unearned fees—and the Court cannot permit this forum to openly host such behavior. The Court required an accounting of where the fees have been since Mr. Robinson's suspension and why they were not returned sooner.

The Motion to Disqualify the Judge. On December 10, 2014, Mr. Robinson filed a Motion to Disqualify the Judge. On December 11, 2014, he filed an Amended Motion to Disqualify. The request for disqualification was an untimely re-hash of the numerous unmeritorious motions to disqualify that Mr. Robinson had filed in the *Steward* litigation. On December 11, 2014, the Court entered an order denying the request for disqualification.

The Motion to Compel Turnover. On December 12, 2014, the Chapter 7 Trustees filed a joint Motion to Compel Turnover, seeking the turnover of certain information and documents allegedly held by Mr. Robinson, Mr. Briggs, and Critique Legal Services. This request for turnover was made in connection with

⁶ These Cases are not the only cases in which Mr. Robinson may have kept unearned fees following his suspension. The Cases listed above are only a sampling of the cases involving Mr. Robinson's former clients. Mr. Robinson may be in possession of fees collected but unearned from many other debtors in cases before this Court.

the Chapter 7 Trustee's effort to meet their obligations under the Show Cause Orders. The Motion to Compel is set for hearing on January 13, 2015.

The Response to the Motion to Compel filed by Mr. Briggs. On December 13, 2014, Mr. Briggs filed a Response to the Motion to Compel (the "Briggs Response"), advising that he is not in possession of the documents and information requested by the Chapter 7 Trustees. He also insisted that his representation of the Debtors was done on an "emergency" basis, blaming the "emergency" on the Court, the United States Trustee (the "UST"), and unnamed law firms.⁷ Mr. Briggs's self-serving self-portraiture as an attorney selflessly providing urgent pro bono services is patent nonsense. First, there was no "emergency." The consequences of the suspension were entirely avoidable and entirely within Mr. Robinson's control. Mr. Robinson had known for weeks, if not months, that he was in jeopardy of being suspended, and did nothing to avoid the suspension or protect his clients upon his suspension. Second, Mr. Briggs did not act altruistically in representing Mr. Robinson's former clients. Shortly after Mr. Robinson's suspension, Mr. Briggs began filing Notices of Appearance and Bankruptcy Rule 2016(d) Attorney Compensation Disclosures in pending cases of Mr. Robinson's former clients. In those papers, Mr. Briggs represented that he would serve as "co-counsel" with Mr. Robinson (who, of course, was not capable of serving as co-counsel due to the suspension) and that he would provide his services on a fee-sharing basis. In response, the Court issued orders striking Mr. Briggs's Notices of Appearance that made a "co-counsel" representation, and denying the Bankruptcy Rule 2016(b) statements in which Mr. Briggs claimed to have a fee-sharing relationship. The reason that Mr. Briggs is now representing the Debtors before this Court free-of-charge is not due to any charitable initiative on the part of Mr. Briggs. It is because the Court entered orders determining that

⁷ Mr. Briggs claims that the "emergency" was created because "neither the Bankruptcy Court, the [UST], nor any other law firm had made provision for the protection of the legal rights of Mr. Robinson's former clients after his suspension." This contention has no basis in law or reality. Mr. Robinson's contempt and abuse of process, and his refusal to prepare for the foreseeable sanctions, resulted in his clients being left without counsel.

Mr. Briggs was deemed to have agreed to serve as sole counsel on a pro bono basis, and directing Mr. Briggs to file Bankruptcy Rule 2016(b) statements to that effect (which Mr. Briggs ultimately did).

To any degree, the issue of whether Mr. Briggs may be compelled to produce information and documents will be taken up at the January 13 hearing. The Briggs Response—which boils down to the assertion that Mr. Briggs does not have any responsive material and cannot be compelled to turn over anything on behalf of Critique Legal Services—will be considered then.

The Response to the Show Cause Orders and the Motion to Compel Turnover filed by Mr. Robinson. On January 2, 2015, Mr. Robinson filed the Robinson Response in which he “responds, objects and moves to [d]ismiss” the Show Cause Orders and the Motion to Compel. Upon review of the Robinson Response, the Court now enters this Order for three purposes. First, this Order recognizes certain factual allegations in the Robinson Response to be false.⁸ Second, this Order identifies representations in the Robinson Response that suggest that Mr. Robinson and Mr. Briggs entered into an agreement to transfer property of the estate without Court authority. The Court expects an accounting of such agreements. Third, this Order determines the merits of the requests made in the Robinson Response that are not directly responsive to the show cause inquiry, but instead seek forms of relief that would allow Mr. Robinson to avoid having to respond to the show cause inquiry.

II. ANALYSIS

A. The False Allegations

The Robinson Response is replete with misstatements of the law, misleading allegations, incoherent arguments, and unsupported proclamations of “rights”—all of which are too numerous to detail here. However, there are several factual allegations that are demonstrably false, which the Court identifies below.⁹

⁸ This Order may not identify every false allegation in the Robinson Response; it points out only those that the Court believes are the most obvious and significant.

⁹ In addition to containing false allegations, the Robinson Response also quotes language from previous orders of the Court, liberally underlining words and

1. The False Allegation of Racial Discrimination.

Mr. Robinson cites the Equal Protection Clause of the Fourteenth Amendment of the U.S. Constitution and falsely alleges that the Show Cause Orders were issued because he is a minority.¹⁰ In support of this charged claim, he points to nothing other than his minority status. This desperate accusation is legally pathetic and professionally despicable. Mr. Robinson exploits his minority status in transparent effort to distract and obfuscate—apparently being willing to say anything, regardless of how unfounded and outrageous, to avoid responding to the Show Cause Orders. Mr. Robinson maligns a federal court with a slur of racism, encouraging unwarranted public mistrust of the legal system. He works a profound disservice upon those who actually suffer racial discrimination, by falsely equating their experiences to his. This is not merely vexatious litigation. This is not merely disreputable lawyering. This is the complete absence of shame. It is new low, even for Mr. Robinson, who already had a history of dishonest and disgraceful behavior before this Court. Mr. Robinson would be well-served to focus on intelligibly and intelligently responding to the Show Cause Orders, rather than standing on his fictional claim of victimhood.

2. The False Allegation of Directives to the “U.S. Trustees.”

Mr. Robinson makes the false allegation that the Court directed the “U.S. Trustees” to act, and insists that the “U.S. Trustees” lack standing. However, the Court directed the Chapter 7 Trustees account to the Court. The Court did not direct the UST, or an attorney representing the UST, to act in connection with the Show Cause Orders.

3. The False Allegation of Directives to Collect the Fees.

Mr. Robinson makes the false allegation that the Court directed the UST to collect Mr. Robinson’s fees. However, as noted above, the Court did not direct the UST to act. Moreover, the Court did not direct the Chapter 7 Trustees to

phrases, but without indicating that the underlining is his, and was not in the original order. This leaves the false impression that the Court included Mr. Robinson’s excessive underlining and overly dramatic emphasis in its orders.

¹⁰ Presumably, Mr. Robinson refers to the fact that he is African-American.

collect the fees. The Court directed the Chapter 7 Trustees to advise the Court as to the status of the fees. The fact that Mr. Robinson was free to return the fees to the estate by remitting them to the Chapter 7 Trustee does not impose the obligation upon the Chapter 7 Trustees that they must seek to collect the fees for the purposes of complying with the Show Cause Orders.

4. The False Allegation of Persons Subject to the Show Cause Orders.

In the prayer paragraph, Mr. Robinson makes the false allegation that the Court ordered Mr. Briggs and Critique Legal Services to show cause. As shown by the plain language of the Show Cause Orders, Mr. Briggs and Critique Legal Services are not respondents to the Show Cause Orders.

5. The False Allegation of Denial of a Hearing.

Mr. Robinson makes the false allegation that he is being denied a hearing on the Show Cause Orders and the Motion to Compel. This assertion is directly contrary to the record. The Motion to Compel is set for hearing next week, on January 13, 2015, and the Show Cause Orders are set for hearing the week after, on January 21, 2015. What Mr. Robinson appears to argue is that the Court was required to hold a hearing before issuing of the Show Cause Orders. However, a party is not entitled to a hearing to determine whether the Court may issue a show cause order. The Court does not need Mr. Robinson's input or permission before issuing a show cause order against him.

B. The Representation Regarding Agreement to Transfer of Fees

Mr. Robinson states that he and Mr. Briggs entered into a "compromise and settlement" that resulted in the transfer of the fees:

Respondent hereby acknowledges the execution of all attorney fees paid were in compromise and settlement of disputed claims and said execution was not to be deemed as an admission of liability by Respondent or any party; and such liability being expressly denied, as communicated to the debtor's attorney and to the debtors in the presence of their attorney, on December 6, 2014. (See Respondent's Exhibit A1-G)

It is unclear whether any such "compromise and settlement" was oral or written, as no Exhibit A1-G was attached. More importantly, it is unclear how any such compromise and settlement could have been lawfully entered or how the fees

could have been lawfully transferred, to the degree that they were unearned. Unearned fees are excessive for the services rendered, and must be disgorged to the estate—which is the point of the Show Cause Orders. (The Debtors, in fact, admitted that the returned fees are property of the estate, when they sought an exemption. Property cannot be exempted from the estate unless it was property of the estate to begin with.) The chapter 7 debtors, represented by Mr. Briggs, were not free to enter into any compromise and settlement—orally or written—involving the transfer of the property of the estate. Compromises and settlements involving property of the estate must be approved by the Court upon a motion brought by the chapter 7 trustee under Bankruptcy Rule 9019.

In addition, Mr. Robinson admits that, on December 6, 2014, his fees collected in the *In re Long*, *In re Moore*, and *In re Logan* matters were transferred to Mr. Briggs. This also is a concerning admission. Mr. Briggs agreed to take *In re Long* for free and had already been paid for his services *In Moore* and *In re Logan* and had agreed not to fee share. Why the fees, some or all of which may be property of the estate, were transferred to Mr. Briggs, and on what authority, is unclear.

The Court DIRECTS Mr. Robinson to bring to the January 13 hearing the original of every such “compromise and settlement” between and among Mr. Robinson and each above-referenced debtor, and the original of any agreement between himself and Mr. Briggs regarding the transfer of fees in the *In re Long*, *In re Moore* and *In re Logan* matters. Further, the Court gives NOTICE to Mr. Robinson that his failure to comply with this directive may result in the imposition of sanctions. Further, the Court notes that, regardless of any “agreement” Mr. Robinson and Mr. Briggs may have come up with concerning the transfer of the fees—in the privacy of their offices, behind closed doors, as they planned their responses to the Chapter 7 Trustees’ inquiries and the Show Cause Orders—such agreements do not bind the Court in determining the issues raised in the Show Cause Orders and the Motion to Compel Turnover.

C. The Requests for Relief

1. The Demand for Relief under 28 U.S.C. § 144.

Mr. Robinson demands relief under 28 U.S.C. § 144, which provides that a judge shall “proceed no further” in a matter upon the filing of a sufficient affidavit attesting to the judge’s bias. In the *Steward* litigation, Mr. Robinson and his co-respondents also had demanded that the Judge disqualify under § 144. As the Court repeatedly explained in orders entered in the *Steward* litigation, it is well-established law that, by the plain language of the statute, § 144 applies only to U.S. District Court judges. It does not apply to U.S. Bankruptcy Court judges. Mr. Robinson cites no authority to the contrary. Moreover, even if § 144 applied, Mr. Robinson still failed to show that relief is proper. Section 144 requires the filing of a “sufficient affidavit” in support. No affidavit was filed.

2. The Demand for “Referral” of the Cases.

Mr. Robinson demands that “this matter” be “referred” to the U.S. District Court. He offers no basis for such relief, and, in fact, there is no mechanism by which the Court may “refer” a matter to the U.S. District Court. Referral of bankruptcy matters is a one-way street: the U.S. District Court refers bankruptcy matters to the U.S. Bankruptcy Court pursuant to its standing order of automatic reference. This Court has no authority, statutory or otherwise, to “refer” a matter back to the U.S. District Court. And this Court certainly has no authority to direct the U.S. District Court to hear a particular matter. And while a party may file a motion to withdraw the reference, such motion is made to U.S. District Court. This Court does not determine a request to withdraw of the reference.

3. The Demand for Dismissal Based on an Alleged Lack of Jurisdiction.

Mr. Robinson seeks dismissal based on an alleged lack of jurisdiction. As to the request for dismissal of the Show Cause Orders: one cannot obtain “dismissal” of a show cause order under Federal Rule of Civil Procedure (“Rule”) 12(b) or by any other mechanism. A show cause order is not a request by a party for relief; it is a directive from the Court to respond—and thus, it is not subject to a request for “dismissal.” The plain language of Rule 12(b)(1) makes this clear: “Every defense to a claim for relief in any pleading must be asserted in the

responsive pleading if one is required. But a party may assert the following defenses by motion: (1) lack of subject-matter jurisdiction . . .” Fed. R. Civ. P. 12(b)(1). Responding to a show cause order does not involve making a “defense” because there is no “claim for relief” for the party to defend against, and there is no subject “pleading” (a document filed by a party requesting relief from the court). Responding to a show cause order involves responding to a directive set forth in a court order. As such, Mr. Robinson has a choice: he may respond to the Show Cause Order and endeavor to show that cause exists for the Court to decline to order sanctions or other relief; or, he may decline to respond to the Show Cause Order and risk the Court deeming his failure to respond to be an admission. Further, Mr. Robinson is free to appeal and raise jurisdiction as a ground. However, dismissal is not a vehicle available to Mr. Robinson.

As to the request for dismissal of the Motion to Compel Turnover: Mr. Robinson states that he does not “consent” to jurisdiction. However, jurisdiction is not established by Mr. Robinson’s consent. The Court has subject matter jurisdiction over the issues raised in the Motion to Compel Turnover and has personal jurisdiction over Mr. Robinson, who accepted fees in connection with a case filed before this Court. Mr. Robinson also argues that because he allegedly returned the fees on December 6, 2014, the Court now lacks jurisdiction. However, Mr. Robinson’s alleged returning of the fees does not deprive the Court of jurisdiction over the Motion to Compel Turnover. The Chapter 7 Trustees are still compelled to respond as directed in the Third Show Cause Order.

4. The “Objections” to the Show Cause Orders.

Mr. Robinson purports to “object” to the Show Cause Orders. However, one does not object to a court order; one objects to a request or action of a party. Moreover, Mr. Robinson does not appear to understand that the directives in the Show Cause Orders are not discovery requests. The Court is not a party; it does not conduct discovery; it does not issue interrogatories. Yet, Mr. Robinson incorrectly calls the Court’s directives “interrogatories,” then “objects” to them as though they are interrogatories. However, mischaracterizing the Court’s

directives as interrogatories, in an attempt to challenge them as interrogatories, amounts to a non-response to the Show Cause Orders.

III. CONCLUSION

For the reasons set forth above, the Court **ORDERS** that:

- (i) any request for relief based on the false allegation that the that the Show Cause Orders were issued due to racial discrimination be **DENIED**;
- (ii) any request for dismissal of the Motion to Compel for an alleged lack of standing be **DENIED**;
- (iii) any request for relief based on an alleged lack of due process be **DENIED**;
- (iv) any request for relief based on an alleged failure to conducting a hearing be **DENIED**;
- (v) the request for relief under 28 U.S.C. § 144 be **DENIED**;
- (vi) the request for “referral” to the U.S. District Court be **DENIED**;
- (vii) the request for dismissal based on a lack of jurisdiction be **DENIED**;
- (viii) the “objections” to the Show Cause Order be **OVERRULED**; and
- (ix) Mr. Robinson be directed bring to the January 13, 2015 hearing the original of every settlement between and among Mr. Robinson and any Debtor, and the original written agreement between himself and Mr. Briggs regarding the transfer of fees paid to Mr. Robinson the *In re Long*, *In re Moore* and *In re Logan* matters.

DATED: January 9, 2015
St. Louis, Missouri 63102
mtc


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

Copy Mailed To:

Copy Mailed To:

Ross H. Briggs

Post Office Box 58628
St. Louis, MO 63158

James Clifton Robinson

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

Robert J. Blackwell

Blackwell and Associates (trustee)
P.O. Box 310
O'Fallon, MO 63366-0310

David A. Sosne

Summers Compton Wells LLC
8909 Ladue Rd.
St. Louis, MO 63124

Tom K. O'Loughlin

O'Loughlin, O'Loughlin et al.
1736 N. Kingshighway
Cape Girardeau, MO 63701

Kristin J Conwell

Conwell Law Firm LLC
PO Box 56550
St. Louis, MO 63156

Seth A Albin

Albin Law
7710 Carondelet Avenue
Suite 405
St. Louis, MO 63105

Office of US Trustee

111 S Tenth St, Ste 6.353
St. Louis, MO 63102

Attachment 189

Robinson's Second Motion to Dismiss

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

RECEIVED - FILED
2015 JAN 12 PM 4:21
CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
ST. LOUIS, MISSOURI

In re:)
) **Judge Charles E. Rendlen III**
) **Chapter 7**
) **Main Cause # 14-45773**
) **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. 14-42751-705**
_____)

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**
_____)

**RESPONDENT, ATTORNEY JAMES C. ROBINSON, MOTION TO DISMISS FOR LACK OF
SUBJECT MATTER JURISTION**

Respondent, Attorney James C. Robinson, pursuant to the Federal Rules of Civil Procedure, hereby moves to dismiss all claims in this case for lack of subject matter jurisdiction under Federal Rules of Civil Procedure, 12 (b) (1) and 12 (h) (3) . In support of his motion, Respondent respectfully, submit the following memorandum of points and authorities.

INTRODUCTION

On November 26, 2014 the Court, on its own initiative, issued a Show Cause Order in the Main Cause Number 14-45773, Document # 18, directing (1) James Robinson to show cause as to why his fees should not be disgorged under § 329(b) and (2) the chapter 7 Trustees to provide information related to fees again on December 2, 2014, Document # 17, and the Court issued a Show Cause Orders in this matter to disgorge fees and seeking information related to those fees by the U. S. Trustees.

On December 10, 2014 (Case Number 14-45773, Document #26) Respondent filed a petition for Removal of Judge in this matter; which was denied on December 11, 2014 in Document #27). On December 10, 2014 (Document #28), the Judge in this matter issued an additional Show Cause Order for Trustees to Collect unearned fees and why monetary and non-monetary sanctions, for fees returned as unlawfully held.

Show Cause Orders, dated November 26, 2014, December 2, 2014 and December 10, 2014, initiated by this Court, are invalid and void of enforcement as moot. In that Respondent On December 6, 2014 returned all fees in full to Debtors under protest to avoid litigation. This was communicated to each debtor present and to their attorney (Mr. Briggs).

The Debtors In re: Reed, Brady, Beard, Logan, Stewart and Shields were personally given their attorney fees, by Respondent in the presence of their attorney (Mr. Briggs). Due to the fact that Debtors In re: Long and joint Debtor's Moore did not appear the attorney fee was hand delivered to their attorney Mr. Briggs, all funds were returned in the form of a money order from Respondent. (Exhibits 1-8) All fees, although in dispute, were paid to Debtors in a timely manner, to avoid monetary and/or non-monetary sanctions.

FACTS

On June 10, 2014, Attorney James C. Robinson, was suspended by this Court from the privilege of practicing before the U.S. Bankruptcy Court for the Eastern District of Missouri Memorandum and Order (as amended) entered in *In re Latoya Steward*, Case No. 13-46399-705. Currently, the suspension remains while an appeal is pending. Mr. Briggs on June 25, 2014, was ordered to file an affidavit, in Court, to the amount of fees refunded by Mr. Robinson to each Debtor. The June 25, 2014 Order to Mr. Briggs to request Mr. Robinson to remit attorney fees, was ordered without a hearing on whether or not Mr. Robinson had owed any attorney fees that were due.

Respondent (Mr. Robinson) in response to the invalid Order, dated June 25, 2014, stated to Mr. Briggs, he did not owe any fees. They were all earned.

On November 26, 2014 the Court, on its own initiative, issued a Show Cause Order in the Main Cause Number 14-45773, Document # 18, again on December 2, 2014, Document # 17, and the Court issued Show Cause Orders in this matter to disgorge fees and seeking information related to those fees by the U. S. Trustees.

On December 10, 2014 (Case Number 14-45773, Document #26) Respondent filed a petition for Removal of Judge in this matter; which was denied on December 11, 2014 in Document #27). On December 10, 2014 (Document #28), the Judge in this matter issued an additional Show Cause Order for Trustees to Collect unearned fees and why monetary and non-monetary sanctions, for fees returned as unlawfully held.

LEGAL STANDARD

Article III of the Constitution permits federal courts to adjudicate only actual cases or controversies. *Louis v. Continental Bank Corp.*, 494 U.S. 472, 477 (1990). This means litigants must suffer, or be threatened with, an actual injury traceable to the defendant's actions, and that the federal court must be able to grant effectual relief. *See id.* This case-or-controversy requirement must be satisfied at every stage of judicial proceedings. *Id.* If it is not, the federal court lacks the power to adjudicate the case and must dismiss for lack of subject matter jurisdiction. *E.g., Home Builders Ass'n of Miss., Inc. v. City of Madison*, 143 F.3d 1006, 1010 (5th Cir. 1998). Respondent has returned all the fees as directed to avoid litigation eliminating any live case or controversy.

The Constitution confines the judicial power to actual cases or controversies. *See* U.S. Const. art. III § 2. The Supreme Court has explained that the "triad of injury in fact, causation, and redress ability constitutes the core of Article III's case-or-controversy requirement." A case is moot when the issues presented are no longer 'live' or the parties lack a legally cognizable interest in the outcome." *City of Erie v. Pap's A.M.*, 529 U.S. 277, 287 (2000) (quoting *County of Los Angeles v. Davis*, 440 U.S. 625, 631 (1979).

CONCLUSION

For the reasons stated above, the case should be dismissed for lack of subject matter jurisdiction.

Respectfully submitted,

/s/ James C. Robinson 

James C. Robinson #30969
Attorney at Law
3919 Washington Ave.
St. Louis Mo. 63108
Cell # (314) 922- 7451
Office (314) 533-4357
Fax (314) 533-4356

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent via first class, United States mail, postage paid and/or electronic notice on January 12th, 2015 to:

STEWART, MITTLEMAN, HEGGIE &
HENRY

By: /s/ Seth A. Albin
Seth A. Albin – EDMO #46483MO
222 South Central Avenue, Suite 501
St. Louis, Missouri 63105
Phone: (314) 863-8484
Fax: (314) 863-5312
E-mail: albintrustee@smhhlaw.com
*Chapter 7 Trustee for Debtor Evette Nicole
Reed*

SUMMERS COMPTON WELLS LLC

By: /s/ David A. Sosne
David A. Sosne – EDMO #28365MO
8909 Ladue Road
St. Louis, Missouri 63124
Phone: (314) 991-4999
Fax: (314) 991-2413
E-mail: dsosne@scwh.com
*Chapter 7 Trustee for Debtors Lawanda Lanae
Long, Jovon Neosha Stewart, and Angelique
Renee Shields*

CONWELL LAW FIRM LLC

By: /s/ Kristin J. Conwell
Kristin J. Conwell – EDMO #58735MO
P.O. Box 56550
St. Louis, Missouri 63156
Phone: (314) 652-1120
Fax: (314) 802-7822
E-mail: kconwell@conwelllawfirm.com
*Chapter 7 Trustee for Debtors Darrell Moore
And Jocelyn Antoinette Moore*

STONE, LEYTON & GERSHMAN
A Professional Corporation

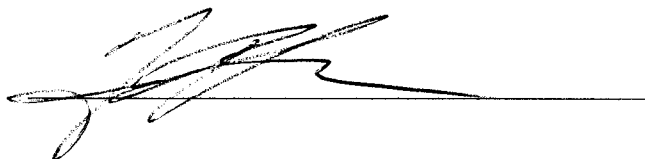
By: /s/ E. Rebecca Case
E. Rebecca Case – EDMO #38010MO
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105
Phone: (314) 721-7011
Fax: (314) 721-8660
chapter7trustee@stoneleyton.com
*Chapter 7 Trustee for Debtor Pauline A.
Brady*

BLACKWELL AND ASSOCIATES

By: /s/ Robert J. Blackwell
Robert J. Blackwell – EDMO #23179MO
P.O. Box 310
O'Fallon, Missouri 63366-0310
Phone: (636) 240-3632
Fax: (636) 240-6803
E-mail: rblackwell@blackwell-lawfirm.com
*Chapter 7 Trustee for Debtor Marshall
Louis Beard*

O'LOUGHLIN, O'LOUGHLIN et al

By: /s/ Tom K. O'Loughlin
Tom K. O'Loughlin – EDMO #24611MO
1736 N. Kingshighway
Cape Girardeau, Missouri 63701
Phone: (573) 334-9104
Fax: (573) 344-5256
E-mail: tomo@oloughlinlawfirm.com
*Chapter 7 Trustee for Debtor Nina Lynne
Logan*



Attachment 190

Order Denying Robinson's Second Motion to Dismiss

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

In re:	§	
	§	
Evette Nicole Reed,	§	Case No. 14-44818-705
	§	
Debtor.	§	
_____	§	
In re:	§	
	§	
Pauline A. Brady,	§	Case No. 14-44909-705
	§	
Debtor.	§	
_____	§	
In re:	§	
	§	
Lawanda Lanae Long,	§	Case No. 14-45773-705
	§	
Debtor.	§	
_____	§	
In re:	§	
	§	
Marshall Beard,	§	Case No. 14-43751-705
	§	
Debtor.	§	
_____	§	
In re:	§	
	§	
Darrell Moore,	§	Case No. 14-44434-705
	§	
Debtor.	§	
_____	§	
In re:	§	
	§	
Nina Lynne Logan,	§	Case No. 14-44329-705
	§	
Debtor.	§	
_____	§	
In re:	§	
	§	
Jovon Neosha Stewart,	§	Case No. 14-43912-705
	§	
Debtor.	§	
_____	§	
In re:	§	
	§	
Angelique Renee Shields,	§	Case No. 14-43914-705
	§	
Debtor.	§	
_____	§	

ORDER DENYING (SECOND) MOTION TO DISMISS

On January 12, 2015, Mr. James Robinson, a suspended attorney and a respondent to the Chapter 7 Trustees' motion to compel turnover, and the respondent to the Court's Show Cause Orders, filed a (second) Motion to Dismiss for Lack of Subject Matter Jurisdiction. The Second Motion to Dismiss is hereby **DENIED**. The alleged fact that Mr. Robinson has finally returned to the Debtors the fees he collected from them does not deprive this Court of subject matter jurisdiction over the issue of whether Mr. Robinson should be sanctioned for failing to timely return those fees. It also does not deprive the Court of subject matter jurisdiction over the issues raised in the Motion to Compel Turnover. The chapter 7 trustees remain obligation to respond to the Court's inquiries as set forth in the Show Cause Orders. The hearing set for tomorrow on the Motion to Compel Turnover will proceed as scheduled.



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

DATED: January 12, 2015
St. Louis, Missouri
ska

Attachment 191

Example of affidavit and attachments filed by Briggs regarding
the return of their fees on December 6, 2014

In re Evette Nicole Reed

Case No. 14-44818

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2002 SUBURBAN 190,000 MILES	-	2,000.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Right to disgorgement of attorney fee from James Robinson	-	299.00

Sub-Total > 2,299.00
(Total of this page)
Total > 5,299.00

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

In re Evette Nicole Reed

Case No. 14-44818

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED

Debtor claims the exemptions to which debtor is entitled under:
(Choose one box)

- 11 U.S.C. §522(b)(2)
- 11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Cash on Hand</u> CASH	RSMo § 513.430.1(3)	0.00	0.00
<u>Household Goods and Furnishings</u> FURNISHING	RSMo § 513.430.1(1)	2,000.00	2,000.00
<u>Wearing Apparel</u> CLOTHING	RSMo § 513.430.1(1)	800.00	800.00
<u>Furs and Jewelry</u> JEWELRY	RSMo § 513.430.1(2)	200.00	200.00
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u> 2002 SUBURBAN 190,000 MILES	RSMo § 513.430.1(5)	2,000.00	2,000.00
<u>Other Personal Property of Any Kind Not Already Listed</u> Right to disgorgement of attorney fee from James Robinson	RSMo § 513.430.1(3)	299.00	299.00

Total: **5,299.00** **5,299.00**

0 continuation sheets attached to Schedule of Property Claimed as Exempt

of 5
United States Bankruptcy Court
Eastern District of Missouri

In re Evette Nicole Reed
Debtor(s)

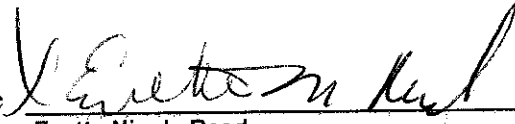
Case No. 14-44818
Chapter 7

DECLARATION CONCERNING DEBTOR'S SCHEDULES - AMENDED

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 26 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 12-6-14

Signature 
Evette Nicole Reed
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/13)

3

5. Repossessions, foreclosures and returns

None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property 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 CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
--	--	-----------------------------------

6. Assignments and receiverships

None a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment 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 ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
------------------------------	--------------------	-----------------------------------

None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property 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 CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
-------------------------------	--	---------------	-----------------------------------

7. Gifts

None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions 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 PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
--	--------------------------------	--------------	-------------------------------

8. Losses

None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or **since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses 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.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
-----------------------------------	--	--------------

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
James C. Robinson dba Critique Services 3919 Washington Blvd. Saint Louis, MO 63108	2/10/14 12/06/14	\$299.00 \$299.00 refund for attorney fees paid 2/10/14

B7 (Official Form 7) (04/13)

8

25. Pension Funds.

None If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

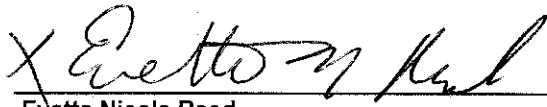
NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date 12-1-14

Signature 
Evette Nicole Reed
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Robinson December 8 2014 Letter Pg. 5 of 8



PERSONAL MONEY ORDER

No. [REDACTED] 0215

2014
925

DATE: DECEMBER 06, 2014

TWO HUNDRED NINETY NINE DOLLARS AND 00 CENTS

Pay to the order of:

Eratta Reed

\$ 299.00

VOID IN EXCESS OF \$1000.00

Purchaser, by signing, you agree to the service charge and other terms on the reverse side.

Location: 8394 Lindell Boulevard

U.S. Bank National Association
Minneapolis, MN 55480

NAME

James Robinson

ADDRESS

13919 Washington

[REDACTED] 0215

[REDACTED] 5479

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In Re: Evette Nicole Reed

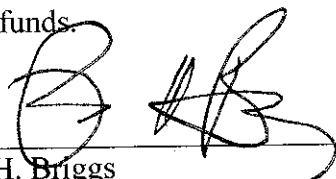
)
)
)
)

Case No. 14-44818-705
Chapter 7 Proceeding

AFFIDAVIT OF ROSS H. BRIGGS IN COMPLIANCE WITH ORDER OF COURT

Comes Now Ross H. Briggs, upon his oath and in compliance with the Order of this Court of June 25, 2014, states: On December 6, 2014, Debtor Evette Nicole Reed received \$299 in fees from James Robinson. Attached hereto as Exhibit 1 is a copy of the returned fees and Exhibit 2 are the executed documents of Debtor Evette Nicole Reed acknowledging the receipt of such funds.

Date: 1-12-15



Ross H. Briggs

Subscribed and sworn to before me this 12TH day of January, 2015


Notary Public

Attachment 192

Transcript of January 13, 2015 hearing

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

IN RE:	)	Case No. 14-43751
	)	Chapter 7
MARSHALL LOUIS BEARD,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-43912
	)	Chapter 7
JOVON NEOSHA STEWART,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-43914
	)	Chapter 7
ANGELIQUE RENEE SHIELDS,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-44329
	)	Chapter 7
NINA LYNNE LOGAN,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-44434
	)	Chapter 7
DARRELL MOORE AND)	
JOCELYN ANTOINETTE MOORE,)	
)	
Debtors.)	
IN RE:	)	Case No. 14-44818
	)	Chapter 7
EVETTE NICOLE REED,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-44909
	)	Chapter 7
PAULINE A. BRADY,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-45773
	)	Chapter 7
)	
LAWANDA LANAE LONG,	)	Thomas F. Eagleton Courthouse
	)	111 South 10th Street
	)	St. Louis, Missouri 63102
Debtor.)	
	)	January 13, 2015
	)	10:03 A.M.

TRANSCRIPT OF CASE **14-43751**: MOTION TO COMPEL TURNOVER FILED BY TRUSTEE ROBERT J. BLACKWELL [VOSS, BRYAN] (33).

TRANSCRIPT OF CASE NO. **14-43912**: MOTION TO COMPEL TURNOVER FILED BY TRUSTEE DAVID A. SOSNE (27). RESPONSE FILED BY DEBTOR (34)

TRANSCRIPT OF CASE NO. **14-43914**: MOTION TO COMPEL FILED BY TRUSTEE DAVID A. SOSNE (30). RESPONSE FILED BY DEBTOR (37).

TRANSCRIPT OF CASE NO. **14-44329**: MOTION TO COMPEL TURNOVER FILED BY TRUSTEE TOM K. O'LOUGHLIN (26). RESPONSE FILED BY INTERESTED PARTY ROSS H BRIGGS (33).

TRANSCRIPT OF CASE NO. **14-44334**: MOTION TO COMPEL TURNOVER FILED BY TRUSTEE KRISTIN J. CONWELL (24). RESPONSE FILED BY INTERESTED PARTY ROSS H BRIGGS (33)

TRANSCRIPT OF CASE NO. **14-44818**: MOTION TO COMPEL TURNOVER FILED BY TRUSTEE SETH ALBIN (30). RESPONSE FILED BY DEBTOR (33)

TRANSCRIPT OF CASE **14-44909**: MOTION TO COMPEL TURNOVER FILED BY TRUSTEE E. REBECCA CASE (27). RESPONSE FILED BY DEBTOR (30)

TRANSCRIPT OF CASE NO. **14-45773**: MOTION TO COMPEL TURNOVER FILED BY TRUSTEE DAVID SOSNE (30). RESPONSE FILED BY DEBTOR (37)

BEFORE HONORABLE CHARLES E. RENDLEN, III
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

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APPEARANCES:
(continued)

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1 THE COURT: (Recording commences with the following)
2 cases and order to show cause. And as we speak about these
3 cases today, we'll be talking about all eight, unless you
4 segregate it out into the specific individual when we visit
5 about them. And I understand we're having a discovery problem.
6 And -- well, go ahead, and I want to --

7 MR. SOSNE: You want entries --

8 THE COURT: -- take appearances --

9 MR. SOSNE: You want entries of appearances. Okay.

10 David Sosne, I'm the bankruptcy trustee in three of
11 the cases, which are: Stewart, Shields, and Long.

12 MS. CONWELL: Kristin Conwell, trustee for Darrell
13 and Jocelyn Moore.

14 MS. CASE: Rebecca Case, Chapter 7 trustee for debtor
15 Pauline A. Brady.

16 MR. BLACKWELL: Rob Blackwell. I'm the trustee in
17 the Beard case.

18 MR. O'LOUGHLIN: Pat O'Loughlin on behalf of the
19 trustee in the Logan case, Your Honor.

20 MR. ALBIN: Seth Albin, Chapter 7 trustee for Evette
21 Nicole Reed.

22 MR. BRIGGS: Ross Briggs. I'm debtor's counsel in
23 all of the matters except the following:

24 I have not entered on Darrell and Jocelyn Moore;

25 I have not entered on Nina Logan;

1 I have entered my appearance on all the remaining
2 debtors.

3 MR. ROBINSON: James Robinson representing himself as
4 respondent, Your Honor.

5 Your Honor, before we get started, let me know when
6 it is permissible or when you allow me at some point to make an
7 opening statement. If you want me to do it now, or after the
8 trustee make their statement, or whatever's feasible, Your
9 Honor. But I have an opening statement.

10 THE COURT: All right. That will be fine.

11 MR. ROBINSON: You want it now?

12 THE COURT: I want to know are there any other
13 parties here in the courtroom that want to be on the record
14 before we start at this time? I notice the U.S. Trustee is
15 here.

16 All right. Mr. Trustee, do you want to state what
17 your issues are so many Mr. Robinson can respond to some of
18 those issues?

19 MR. SOSNE: Sure.

20 THE COURT: Because we actually have a bifurcated
21 hearing here. We're trying to get the discovery ready so that
22 we can go a week from today -- a week from tomorrow on the
23 substantive part of the case.

24 MR. SOSNE: Your Honor, I'm David Sosne. And rather
25 than have all the trustees or the representatives of the

1 trustee identify the different matters, we have discussed
2 amongst ourselves exactly how we want to proceed, and we
3 thought that I could be the spokesperson for -- that applied to
4 my cases, and they equally apply to the other cases.

5 To the extent that others disagree with what I say,
6 or it's something specific to their case, then they're sure to
7 pipe in or correct me. But I think that's a way to streamline
8 it.

9 But the issue before the Court here is a very narrow
10 one, at least as of today: There is a motion to compel, and a
11 motion for turnover for information and documents. And it is
12 that motion to compel which is before the Court today.

13 We are not here to try or have a full scale trial
14 with numerous witnesses on a show cause hearing, that is set
15 for next week. This is simply in response to the -- what we
16 believe is not sufficient responses to the motion to compel,
17 and so we're asking for an order.

18 So that is the scope of the issues before the Court
19 today. And if Mr. Robinson is interested in making some type
20 of opening statement in that context, I'm fine with that.

21 And then I can present to you -- what I will give to
22 is essentially a proffer of what we did, why we did it, what we
23 got, what we didn't get, and what we expect. And I think
24 that's probably the best way in which I think we can handle it.

25 THE COURT: And that makes sense. And, Mr. Robinson,

1 I'll give you an opportunity to go off message of what Mr.
2 Sosne just said there after we've dealt with these very narrow
3 issues that we're dealing with today on the order to show
4 cause. The narrow issues are: In the motion to dismiss for
5 the turnover of documents and information that the trustees
6 want to deal with.

7 So if you want to, respond to those issues at this
8 time in your opening statement. Otherwise if your opening
9 statement is lingering on the multiple motions to dismiss, of
10 which I've had eight motions to recuse and five motions to
11 dismiss between the Stewart case and these cases, let's save
12 that until the end. Because I'm going to let you --

13 MR. ROBINSON: Well --

14 THE COURT: -- go on the record -- because I have a
15 few questions for you.

16 MR. ROBINSON: Well, Your Honor, here's the problem:
17 My opening statement -- I have a copy for these trustee, and I
18 have a copy for the Court. You know, I can -- and that way,
19 you could determine the length of it by looking at it. I
20 didn't get a chance to go downstairs and file it yet. It
21 answers some of the questions that Mr. Sosne raised.

22 But also, Your Honor, it's important that the Court
23 understands that I am not here consenting to this Court's
24 jurisdiction, and I wanted to get that --

25 THE COURT: Well, you know, you can bring that up at

1 any time, and I don't have any problem with that. But if this
2 Court doesn't have jurisdiction over attorneys appearing in
3 court and handling money of clients that come before this
4 Court, then there isn't a Constitution of the United States.
5 Period.

6 All right? You've tried that -- let's see -- at
7 least 13 times in various motions. You're done with that --

8 MR. ROBINSON: Well, I --

9 THE COURT: -- until the Supreme Court of the United
10 States or Court of Appeals rules otherwise. So let's move on
11 with --

12 MR. ROBINSON: Well --

13 THE COURT: -- that issue. Jurisdiction can always
14 be brought up.

15 MR. ROBINSON: Can I read my opening statement then,
16 Your Honor, at this point? Are you --

17 THE COURT: You can save it until the end --

18 MR. ROBINSON: Okay.

19 THE COURT: -- unless it deals with just what you
20 started to talk about --

21 MR. ROBINSON: It does.

22 THE COURT: -- which is giving the trustees the
23 information now.

24 MR. ROBINSON: It does.

25 THE COURT: Why haven't you given --

1 MR. ROBINSON: Let me --

2 THE COURT: -- the trustees the information?

3 MR. ROBINSON: I would like to read my opening
4 statement, Your Honor.

5 THE COURT: Well --

6 MR. ROBINSON: And -- and -- and --

7 THE COURT: -- you need to get out -- you're in a
8 loop here, Mr. Robinson. Are you not understanding that this
9 is a very narrow hearing?

10 MR. ROBINSON: And my -- and my opening statement
11 addresses that, Your Honor.

12 THE COURT: Well, I just want you to address that
13 part now, and you save the rest of that until later on.

14 MR. ROBINSON: Well, Your Honor, in my opening
15 statement, I address that by stating --

16 THE COURT: No, you're not.

17 MR. ROBINSON: I'm addressing it now, Your Honor.

18 THE COURT: Mr. Robinson --

19 MR. ROBINSON: I'm stating that --

20 THE COURT: -- are you going to give the trustees the
21 information, number one?

22 MR. ROBINSON: I'm stating, Your Honor, in my -- I
23 don't know what he's asking for.

24 THE COURT: What do you mean?

25 MR. ROBINSON: He hasn't -- he hasn't -- he hasn't --

1 he hasn't stated what he asked for. But in my opening
2 statement, Your Honor, I can address that.

3 THE COURT: Well, I guess you're going to make your
4 opening statement because I can't get you out of the loop, Mr.
5 Robinson.

6 MR. ROBINSON: I give each one of them a copy, Your
7 Honor. I give the Court one, too.

8 MR. ROBINSON: Respondent attorney James C. Robinson
9 opening statement to today's hearing.

10 I am not here consenting to this Court's subject
11 matter jurisdiction. I am here on three show cause orders to
12 appear: On November 26th, 2014, the Court, on its own
13 initiative, issued a show cause order in the main cause Number
14 14-45773, Document Number 18, directing:

15 One, James Robinson show cause as to why his fees
16 should not be disgorged under Section 329(b);

17 And, two, the Chapter 7 trustees to provide
18 information related to fees, again, on December the 2nd, 2014,
19 Document Number 17.

20 And the Court issued a show cause order in this
21 matter to disgorge fees and seeking information related to
22 those fees by the U.S. Trustees (sic).

23 On December the 10th, 2014, Cause Number 14-47773,
24 Document Number 26, respondent filed the petition for removal
25 of the judge in this matter, which was denied on December 11,

1 2014 in Document Number 27.

2 On December the 10th, 2014, Document Number 28, the
3 judge in this matter issued an additional show cause order for
4 trustee to collect unearned fees, and why monetary and non-
5 monetary sanctions for fees returned as unlawfully held.

6 The allegation why respondent delayed in returning
7 unlawfully held unearned fees was determined by the Court with
8 an evidence hearing of any type.

9 To date, no debtor has demanded or claimed respondent
10 owed debtor any fee -- any attorney fees in this matter.

11 Respondent has fully and responded to each show cause
12 order. Respondent filed his reply in this Court on January the
13 2nd, 2015.

14 This is a quasi contempt hearing for monetary and
15 non-monetary sanctions disguised as a motion to compel to seek
16 information related to fees by the trustee's bootstrapping the
17 Court's three show cause orders.

18 The show cause orders define the scope of
19 disparagement of attorney fees to 11 U.S.C. Section 329(b).
20 This is violation of respondent's due process and equal
21 protection of the law. And that is evidenced -- in that an
22 evidence hearing has not been held under 11 U.S.C. 2017 to
23 determine if the fees were unearned in each case that is
24 requested by respondent. This entire proceeding today is
25 tainted by the Court's raising the issue that respondent may be

1 subject to monetary and non-monetary sanctions.

2 The Court stated that -- and I'm paraphrasing this
3 part when I say the Court stated -- but the language of the
4 show cause order strictly stated, "Nothing here requires that
5 Robinson waive his rights under the Fifth Amendment of the
6 United States Constitution, or any similar right, under the
7 law. The United States Trustee is invited to participate in
8 the process of addressing these issues."

9 The urging of the Court for respondent to consider
10 taking the Fifth Amendment is a violation of his due process
11 right to freely address all the issues in this matter without
12 the fear of being criminally or civilly sanctioned.

13 The Court raised the Fifth Amendment issue first, and
14 I responded. I am being coerced and instructed by the Court to
15 consider pleading the Fifth. All attorney fees were earned and
16 returned under protest to debtors.

17 The issues in this case are moot. There is no case
18 in controversy. I am respecting -- fully request this matter
19 be removed to the District Court pursuant to Rule 5 as to the
20 Court's rule of disciplinary enforcement.

21 Thank you.

22 THE COURT: Well, the disciplinary enforcement, let's
23 work backwards. Disciplinary enforcement is handled by
24 District Court, and has nothing to do with our sole and
25 complete jurisdiction, which is even a safe harbor under Stearn

1 under 329 where we are the arbiter and the starting point for
2 all attorneys' fees.

3 This is only a hearing, not on the substantive nature
4 of whether you've heard earned these fees, but to produce the
5 information that you would use in your defense with the
6 trustees about an items which you've gone on record saying is
7 clearly property of the estate. Your --

8 MR. ROBINSON: No, I haven't.

9 THE COURT: Oh, yeah, you have judicially --

10 MR. ROBINSON: No, I haven't.

11 THE COURT: -- admitted that --

12 MR. ROBINSON: No, I didn't.

13 THE COURT: -- in your pleadings straight up,
14 sideways, and in between, Mr. Robinson.

15 MR. ROBINSON: No, I did not. I respectfully
16 disagree, Your Honor.

17 THE COURT: All right. You need to go forward then
18 and explain that.

19 MR. ROBINSON: Explain what?

20 THE COURT: Because everybody wants to know --

21 MR. ROBINSON: I did not --

22 THE COURT: We want evidence.

23 MR. ROBINSON: I never said that I did not hear my
24 fees.

25 THE COURT: Are you going to keep interrupting me?

1 MR. ROBINSON: No, sir.

2 THE COURT: You had your say, I didn't interrupt you.

3 MR. ROBINSON: Go ahead.

4 THE COURT: Even though it was truly inappropriate,
5 many of the items you said, and you're -- and you've conflated
6 various issues throughout this statement that you just read.

7 The whole concept for this hearing in the order to
8 show cause is due process. Period. All the trustees are
9 asking for is the information that they have requested.
10 Nothing great.

11 You are getting the opportunity for a full defense
12 when we have a full hearing when you have complied with
13 discovery. The problem is in the past, in the Stewart case,
14 you failed to do that.

15 So we, unfortunately, have to go forward with a
16 hearing today to determine what discovery you are going to
17 produce.

18 Now this information you gave here has nothing to do
19 with the attorneys' fees. It has everything to do with these
20 issues that have been ruled on prior by the Court about
21 jurisdiction, recusal, and other items.

22 So, therefore, Mr. Robinson, everything you just said
23 is denied. And we're going to go forward with the specifics of
24 this case. The whole concept is to get to due process.

25 MR. ROBINSON: Your Honor --

1 THE COURT: You have missed the point again.

2 MR. ROBINSON: Your Honor, as you just stated, it's
3 not about the fees, then what is it about?

4 THE COURT: No, it is about the fees. That's what I
5 said. It's all about the fees.

6 MR. ROBINSON: Well, I misunderstood. You just said
7 it wasn't about the fees.

8 THE COURT: No, it's not about your constitutional
9 arguments or jurisdiction. It's not about the jurisdiction.

10 MR. ROBINSON: Then --

11 THE COURT: It's all about the fees. That's all I've
12 been trying to say.

13 MR. ROBINSON: Then, Your Honor, if it's about the
14 fees, then how could we get to the fees? You stated that they
15 were unearned --

16 THE COURT: Well, we're going to get -- no, we get to
17 get to the fees because we've got to track them all the way
18 through.

19 MR. ROBINSON: But first, Your Honor, to get to the
20 fees --

21 THE COURT: Because you've admitted that you accepted
22 fees prior to your suspension on June 10. Is that not correct?

23 MR. ROBINSON: Yes, I --

24 THE COURT: In all eight of the cases.

25 MR. ROBINSON: I accept -- fees were direct to me,

1 yes, Your Honor.

2 THE COURT: All right. All right. Now you might
3 want to save this for another week because I'm about to ask you
4 the next question. All the information that's been provided to
5 this Court by you and Mr. Briggs so far is that none of these
6 fees or the money orders are dated prior to -- and you can
7 correct me if I'm wrong, I may not remember all eight --
8 December 6th of this year, that's substantially past the time
9 that the order to show cause was entered.

10 MR. ROBINSON: What's Your Honor -- what's Your Honor
11 referring to, Your Honor?

12 THE COURT: The money orders. The money --

13 MR. ROBINSON: No, no, no. Which show cause --

14 THE COURT: The money you returned to the debtors.

15 MR. ROBINSON: Which show cause order are you
16 referring to, Your Honor?

17 THE COURT: Well, we start in November.

18 MR. ROBINSON: You're not speaking about the June
19 25th? When you asked Mr. Briggs to inquire to me about
20 returning fees to the Court, you're not talking about that.

21 THE COURT: Oh, you mean when Mr. --

22 MR. ROBINSON: Yeah, which --

23 THE COURT: Mr. Briggs was asked to correct the co-
24 counsel statement, is that the one you're talking about where
25 he originally filed that he was going to be co-counsel with

1 you, a suspended attorney, and he corrected all that to be sole
2 and only attorney, which he announced today, that he's the sole
3 and only attorney for six of the debtors.

4 MR. ROBINSON: Well, no, correct me. I thought you
5 were referring to -- that you had determined that I owed fees,
6 and they were unlawfully held, and you instructed Mr. Briggs on
7 June the 25th, 2014 to remit fees back to the Court, or at
8 least to Mr. Briggs. That's what I'm --

9 THE COURT: Okay. I think you're --

10 MR. ROBINSON: I'm trying to understand.

11 THE COURT: You've got me confused, and that's not
12 what the order said. So it will say what it says --

13 MR. ROBINSON: That -- that --

14 THE COURT: You're going to get an opportunity to
15 deal with that in your defense in -- a week from tomorrow. So
16 let's --

17 MR. ROBINSON: Well, you just --

18 THE COURT: Let's just go forward with the
19 information. This is about taking fees from clients for
20 certain services that had been rendered or would be rendered,
21 and how they were handled thereafter. That's the time line.

22 MR. ROBINSON: So -- so you're saying that the fees
23 were unearned? I'm trying to get an understanding what you
24 saying, Your Honor.

25 THE COURT: Well --

1 MR. ROBINSON: You've -- did --

2 THE COURT: Well, I don't know. You've got to come
3 forward --

4 MR. ROBINSON: I didn't hear the word "unearned."

5 THE COURT: Wait a minute. The burden's on you to
6 come forward --

7 MR. ROBINSON: No, no. I didn't hear you say --

8 THE COURT: -- and determine what is earned and what
9 is not earned.

10 MR. ROBINSON: I didn't hear you say --

11 THE COURT: I haven't prejudged --

12 MR. ROBINSON: -- whether or not they were unearned.

13 THE COURT: That's what the hearing -- Mr. Robinson --

14 MR. ROBINSON: Well, I need you to say that they were
15 unearned, Your Honor. Are you saying --

16 THE COURT: To determine whether they're earned or
17 unearned. Are you listening?

18 MR. ROBINSON: I'm waiting on you to say that, Your
19 Honor. I'm waiting til you use that term. Now if you say
20 they're unearned, then I'm entitled to due process under
21 Section 329.

22 THE COURT: Well, that's exactly what this is.

23 MR. ROBINSON: Well, to get to 329, I have to have an
24 evidentiary hearing under Section 2017, Your Honor.

25 THE COURT: No, you don't.

1 MR. ROBINSON: Yes, I do. Because in your motion for
2 -- in your show cause order, you defined and limited the scope
3 of your show cause order to Section 329. So you don't have a
4 broad discretion to go on a fishing expedition, Your Honor.
5 You clearly defined what your scope was, it's for unearned fees
6 and Section 329. You don't get an opportunity to do a fishing
7 expedition to come in here for sanctions to get any type of
8 information --

9 THE COURT: Oh, sure I can.

10 MR. ROBINSON: -- against me.

11 THE COURT: That's quite untrue.

12 MR. ROBINSON: You don't have that.

13 THE COURT: And the third show cause order clarified
14 all these items.

15 MR. ROBINSON: Well, I made my statement.

16 THE COURT: You need to read that.

17 MR. ROBINSON: I made my statement, Your Honor.

18 THE COURT: And -- and, Mr. Robinson --

19 MR. ROBINSON: Yes.

20 THE COURT: -- there isn't a fishing expedition.
21 We're dealing with eight debtors here.

22 MR. ROBINSON: Well, this is a quasi, like I said,
23 judicial contempt hearing.

24 THE COURT: No. The --

25 MR. ROBINSON: And it's did the -- that's exactly

1 what it is, Your Honor.

2 THE COURT: The contempt's only going to come if you
3 don't comply --

4 MR. ROBINSON: But I respectfully --

5 THE COURT: -- with discovery and/or you are found
6 after an evidentiary hearing to have violated some rule code
7 section or law.

8 MR. ROBINSON: Well, I respectfully disagree, and Mr.
9 Sosne can go ahead with whatever he's going to say.

10 THE COURT: Well, that's your prerogative, but you
11 need to comply with the law.

12 MR. ROBINSON: I -- I'm going to yield right now,
13 Your Honor, to Mr. Sosne.

14 THE COURT: You'll get your --

15 MR. SOSNE: Your Honor, as I indicated, this is a
16 narrow -- the scope of this hearing is quite narrow, and it
17 simply relates to the request for information and documentation
18 that the various trustees requested in the aggregate to -- in
19 order to comply with the various court rulings.

20 By way of background, once the Court issued the first
21 show cause order on November 26th, 2014, and then thereafter
22 followed up with the show cause order of December 2nd, 2014,
23 the trustees got together and realized that there were various
24 -- there was various information that the Court had requested
25 that the bankruptcy trustee -- Chapter 7 trustees obtained in

1 connection with the various inquiries that had been -- that are
2 before the Court.

3 In order to comply with the trustees' duties, both in
4 terms of the court orders advising the trustees what should be
5 sought, as well as the trustees' various responsibilities in
6 terms of review of fees in any event, the trustees collectively
7 discussed what was the best and most expeditious mechanism by
8 which the information could be obtained in order to meet the
9 various deadlines that were fairly short deadlines, and also
10 given the fact that we had eight cases and six trustees, that
11 it was needed -- that we thought a -- to streamline it so that
12 all the trustees would work together.

13 As a result, the trustees -- and this is all spelled
14 out in the motion to compel turnover, nothing is particularly
15 new there. The trustees recited that a letter was -- was
16 tendered to -- actually to Mr. Briggs, to Mr. Robinson, and
17 also to Critique Legal Services, asking that information be
18 turned over responsive to the specific request that are
19 contained in the various show cause orders.

20 And there are three -- I'll say -- we'll call them
21 three show cause orders: Show cause order one, two, and three.
22 And the information in -- is specifically laid out in each of
23 these orders, I don't think that it's necessary for me to read
24 what that is. So we requested that information by letter, and
25 requested a response. That letter, I believe, was December

1 3rd. We asked for the information to be provided by December
2 10th so that we could prepare for the show cause hearing that
3 was -- that's set next week.

4 The essence is this: What the trustees requested was
5 not only documents, and not only just recitations of what
6 people said happened, but we wanted both.

7 And if you look in the motion to compel, there's a
8 defined term of Information, with a capital I, and Documents
9 with a capital D, in terms of what we wanted. And it's
10 essentially this, to paraphrase the politics and paraphrase
11 various movies, is to follow the money. That's what we wanted
12 to do. I wanted a recitation. We wanted a recitation of what
13 happened, and we wanted supporting documents.

14 And perhaps I can just take you through it a
15 little bit: For example, in show cause order 1, it says, "To
16 whom specifically the fees were paid." Well, the fees were
17 either paid by cash, by check, by some other mechanism. We
18 would have some type of evidence of documentation that would
19 support that. That information was not provided.

20 Where -- B, where the fees were held following
21 payment, including whether such fees were held in a client's
22 trust account. Once again, it's basically taking your paid me,
23 you put it someplace, you do something with it, you disburse
24 it, what happened? So we wanted -- we thought it was
25 appropriate, given the various mandates, take us through

1 exactly what happened. Over the period of time, from the
2 initial payment to the date of ultimate disbursement, which Mr.
3 Robinson has represented, that those funds have been returned
4 to the debtors.

5 Whether they have or have not, we don't know for
6 certain, but we saw -- we saw copies of checks or money orders,
7 and we have his statement.

8 But we're missing a whole bunch of information in
9 between, and that's what we want. We want the -- we want a
10 recitation of line item-by-line item, together with the
11 supporting documentation. And we think that that would comply
12 with the document request, and with the mandates of the Court.

13 Now in terms of having access to the information, we
14 -- we figured there's -- the people who have this information,
15 Mr. Robinson, Mr. Briggs, Critique Legal Services, all of them,
16 some of them, that's the universe we're living in. Why? Well,
17 Mr. Robinson filed various pleadings stating that he was d/b/a
18 Critique Legal Services in various 2016 disclosures, as well as
19 the petitions and other things. So we figured -- and he
20 offices, I think, at the same place as Critique Legal Services.

21 So you would think that he would -- that he, as a,
22 quote, "representative" of them, or doing business as them, in
23 what context, I'm not sure, but would have that information.
24 And when you ask for information, it's not just what you have
25 in your pocket, but also what's reasonably within your control

1 after exercise of some reasonable due diligence.

2 So if I ask Mr. Blackwell to produce documents, and
3 he says I don't have them, simply because he hasn't spent the
4 time to look for them, that's not sufficient.

5 There's a good faith effort of having to produce or
6 provide information. So we thought that Mr. Robinson would
7 have that information given his close relationship and
8 affiliation.

9 Mr. Briggs -- we also requested that information of
10 Mr. Briggs for the reason that he has had over the years, and
11 each of the trustees could attest to it, a close relationship
12 in some context with Critique Legal Services. He's appeared --
13 he's now entered his appearance on behalf of the various
14 debtors. He now -- he has appeared at numerous 341 meetings
15 over the years involving with Critique Legal Services.

16 So he obviously has some knowledge, a relationship,
17 he's representing these people. And as debtors' counsel, he
18 would have the obligation, if he doesn't already know, to be
19 able to find out what happened to the money. And he could
20 inquire, if he doesn't have his own personal knowledge of the
21 information. But he is close, and he's part of what I would
22 call the inner sanctum there somehow.

23 And then what's interesting today is what I'll call
24 the "empty chair syndrome." Is that there's nobody else here
25 form Critique Legal Services. We sent it to them, and we --

1 the letter -- the letter on the motion -- not on the motion,
2 excuse me. The letter requesting the information was directed
3 to the managing agent or managing person there. And also we
4 put "Attention: Managing Person, Mr. Robinson, and Mr. Briggs."
5 So that empty chair here today is that extra step, they're not
6 here today. Because under the Code and rules, it's not just
7 the counsel that is required to turn over information, but any
8 person.

9 So we -- we suspect -- so those are the three -- the
10 three -- the scope.

11 Now in terms of the responses that we received, and
12 why we think they're inadequate. I'll take Mr. Briggs first.
13 Mr. Briggs indicated that he doesn't have any of this
14 information, it's not -- and not within -- and if you can --
15 you -- I assume you've read his response. And basically it's
16 just a very conclusory statement. And whether it's true or not
17 -- let's assume that it's true, we don't have the documentation
18 to support each of the requests. And I think given that he's
19 in the inner circle, that he has access to it, or can request
20 that information, and could provide that information. And that
21 is where we believe his response is deficient.

22 Mr. Robinson's response -- his response is
23 essentially, if I can understand his response, is one is that
24 he's returned -- whatever monies there were -- are, that he's
25 returned them. Well, that's not the issue.

1 The issue is, as I said, follow the money. He may
2 have returned them, that's fine. But we don't know all of the
3 other steps or the timing.

4 And we have -- and he said the fees were paid to him.
5 But, again, we don't have the Information, with a capital I,
6 and the Documentation, with a capital D.

7 Chapter and verse. One could put together a very
8 simple straightforward affidavit following each specific
9 request. That's how I would have done it if somebody asked me.
10 "To whom were they paid?" "They were paid to Mr. X." "Here's
11 the document support that." Et cetera, et cetera, et cetera.

12 So the response that we felt that Mr. Robinson
13 provided was also deficient, and it didn't provide that chapter
14 and verse that we thought was important.

15 Third, of course, we had no response from Critique
16 Legal Services. Now whether Mr. Briggs is an employee, or an
17 agent of, I don't know. All I know is is that we know that
18 he's been -- that between Briggs and Robinson, we just know all
19 of the close relationships there. We don't know how they
20 operate. We don't know the innerworkings of it. But the
21 information that we've requested would help us discern what
22 that is.

23 And then, once we had that information, then we could
24 have a hearing next week, and the Court could evaluate, and
25 adjudicate, and determine whatever issues it's looking at in

1 terms of fees.

2 But until we have that information, we don't have the
3 complete picture. And so we're just simply -- it's a fact-
4 finding mission. That's what a motion to compel is. And that
5 fact-finding, at this point, is only based upon conclusory
6 statements, no evidence of sufficient due diligence, no
7 evidence that -- no documentation provided. And so we would
8 want an order compelling the parties to provide a statement,
9 preferably in an affidavit form, line item-by-line item,
10 together with the supporting documentation. They could do it
11 collectively, they could do it individually, but we want that
12 information.

13 We would prefer not to have to do 2004 exams or bring
14 in and subpoena people because we thought that this information
15 could be provided in terms of fees that could be provided
16 voluntarily.

17 So that's -- that is the nature, I think, of why
18 we're here. And I tried to crystallize it. I don't know if
19 any of the trustees disagree with what I've said, or want to
20 supplement it. But I'll give them that opportunity.

21 THE COURT: Anyone have anything further at this
22 time?

23 (No audible response heard)

24 MR. SOSNE: Oh, oh, yeah, as I -- I mentioned that
25 this was a proffer, and so I would ask the Court to take this

1 as a proffer rather than my taking the stand. And I would like
2 the Court to take both judicial notice, as well as put into
3 evidence all of the documents that are set forth in that motion
4 to compel, all of the pleadings, the -- you have all the
5 responses. Everything I said is within -- is certainly -- that
6 I think the Court should take notice of. The only thing that's
7 outside that record was my statement in terms of the close
8 affiliations between Robinson and Briggs with Critique Legal
9 Services, but I think that's a fairly well-known fact to just
10 about everybody in this courtroom.

11 Thank you.

12 THE COURT: And other proceed -- so anyway -- and,
13 Mr. Briggs.

14 MR. BRIGGS: Yes. Your Honor, as I stated earlier, I
15 represent most, but not all, of the debtors in this case. I
16 have filed in the cases in which I've entered 2016(b)s and
17 other documents.

18 I have stated in the individual files -- I've stated
19 in response to this motion that I've not received fees at all
20 from any debtor. I've not received any sharing of fees from
21 Mr. Robinson. I've received simply no fees at all.

22 Mr. Robinson, after he was suspended, brought to my
23 attention that there were a number of debtors, his clients,
24 that would be unrepresented. I would ask if I could provide
25 pro bono representation. I have not represented all of Mr.

1 Robinson's clients, as you can see, I was unable to do that.
2 But I did volunteer to represent a number, some are on this
3 docket.

4 I was not present when the debtor paid any fees to
5 Mr. Robinson. What I know about the statement of fees is what
6 the debtor has shared with the Court and myself in this
7 statement of affairs. That fees were paid on whatever date the
8 statement of affairs says. It was paid to Mr. Robinson. I was
9 not present --

10 THE COURT: Now was that paid to Mr. Robinson
11 individually or do you know --

12 MR. BRIGGS: I don't know.

13 THE COURT: -- the structure? You don't know the
14 structure.

15 MR. BRIGGS: I don't know. All I know is what the
16 debtor has stated in the statement of affairs. I came in after
17 the fact providing pro bono representation to allow for the
18 conclusion of the case.

19 I certainly object to any judicial notice that I'm,
20 quote, "in the inner sanctum," end quote.

21 THE COURT: Well, he said that was speculative, and
22 I'm using that as speculating.

23 MR. BRIGGS: It's not true, and I dispute it. That
24 that -- I'm happy -- I did hear Mr. Sosne say I could, on
25 behalf of the debtors, request the information the Court and

1 Mr. Sosne has requested to Mr. Robinson. I could do that. I
2 will do that. It may be redundant for me to do it, but I can
3 do it, and I will do it.

4 But here --

5 THE COURT: And who do you intend to request the
6 information from?

7 MR. BRIGGS: I'm happy to accommodate and cooperate
8 with Mr. Sosne. I'm hearing for the first time today that he
9 is suggesting I could request this information, I assume, in my
10 capacity as debtor's counsel; happy to do so.

11 But here's what I have --

12 THE COURT: Who do you intend -- okay. Let's follow
13 the string, Mr. Briggs.

14 MR. BRIGGS: Uh-huh.

15 THE COURT: Who is it that you intend to request the
16 information from? And do you think you can get it by a week
17 from tomorrow?

18 MR. BRIGGS: I don't think I'll be more successful
19 than Your Honor and Mr. Sosne because I'm not in the inner
20 sanctum. I'm pro bono counsel. I have no leverage. I have no
21 knowledge.

22 THE COURT: You're --

23 MR. BRIGGS: I have no documents.

24 THE COURT: You're saying Critique, right.

25 MR. BRIGGS: Whoever you've asked, there's more than

1 one entity involved. Whatever the Court has asked, whatever
2 Mr. Sosne says I should request, I want to show that I'm
3 continuing to cooperate, and happy to do so. What --

4 THE COURT: Specifically, okay, I'm not --

5 MR. BRIGGS: What do you -- what do you want me to
6 request?

7 THE COURT: You're -- you're --

8 MR. BRIGGS: I'm happy to accommodate Mr. Sosne's
9 insinuation that I'm supposed to request the information. I
10 will do so.

11 THE COURT: Okay.

12 MR. BRIGGS: Whatever is required in that regard, I'm
13 happy to make such a request.

14 THE COURT: I'm sure Mr. --

15 MR. BRIGGS: I'm debtor's counsel.

16 THE COURT: I'm sure Mr. Sosne, and the other
17 trustees, can come up with exactly and specifically what
18 information they're going to request. And you will request
19 that of either Mr. Robinson and/or Critique Legal?

20 MR. BRIGGS: Whatever the Court deems need to be
21 requested, I will do so.

22 But as far as this motion is concerned, I am not in
23 the inner sanctum. There was a letter that the trustees, Mr.
24 Sosne in particular, directed to me as managing agent for
25 Critique Legal Services. I have not, am not, never was a

1 managing agent for Critique Legal Services. I was never an
2 officer for Critique Legal Services.

3 THE COURT: Do you have a person he should direct
4 that to since you do employ Critique Legal Services?

5 MR. BRIGGS: I absolutely do not, that's completely
6 wrong, and I dispute that fact. There are no --

7 THE COURT: You do not employ certain paralegal
8 services from Critique Legal Services from time-to-time?

9 MR. BRIGGS: I -- I --

10 THE COURT: Are you saying that for the record?

11 MR. BRIGGS: I have former employees that happen to
12 be my employees today. I do have that.

13 But -- but I -- but I don't employ any Critique Legal
14 Services employee. For that matter, I reviewed the Missouri
15 Secretary of State. It appears that that corporation was
16 dissolved a decade ago. I didn't form it, wasn't a participant
17 in its formation.

18 The facts here today --

19 THE COURT: The corporation, but was the LLC?

20 MR. BRIGGS: The -- the LLC exists, it does.

21 THE COURT: Is what?

22 MR. BRIGGS: The LLC, I believe, continues to exists.

23 THE COURT: That's --

24 MR. BRIGGS: The request from Mr. --

25 THE COURT: That's what we're actually talking about.

1 MR. BRIGGS: No. Mr. Sosne's letter was directed to
2 Critique Legal Services -- Services, that's what it says. I
3 was responding to what Mr. Sosne asked for.

4 It appears to me that corporation dissolved ten years
5 ago. Even when it was in existence, I had no participation. I
6 wasn't the managing agent. I was not the officer of Critique
7 Legal Services.

8 So when he asked for documents I do not have, my
9 response is I don't have what you're -- you're requesting.

10 As far as these debtors are concerned, they remitted
11 fees. They tell us that in statement of affairs. I was not
12 present. I have no paperwork. No documentation. No ledger.
13 No information. I wasn't there. I'm providing free legal
14 services. I don't have it.

15 I can make a request. If I'm directed to write a
16 letter to Mr. Robinson, similar to what Mr. Sosne has
17 requested, I'm happy to make such a request because I heard
18 that today for the first time.

19 My position is that I've been fully responsive
20 because the documents and information that Mr. Sosne has asked
21 for is information and documents I do not have, and do not
22 know.

23 I am most concerned that an order will be entered
24 that will direct me to provide documents that I don't have. It
25 would appear to be a lack of cooperation when I repeat myself

1 that I simply don't have what's being requested.

2 Now if -- if the debtors have more information, I'll
3 certainly make inquiry with them. They've shared with the
4 Court and myself what the fees were, when they were paid, to
5 whom they were paid in their statement of financial affairs.
6 That's the -- that's the scope -- that's what I know about the
7 payment of attorneys' fees in the cases on today's matter.

8 THE COURT: Right. And -- and Mr. Sosne, of course,
9 said the Court will take judicial notice of what's on file.
10 And, of course, that's what you're saying also, is that your
11 2016s disclose --

12 MR. BRIGGS: They disclose that I --

13 THE COURT: -- your relationship and -- and, in some
14 cases, what had prior been paid and/or exemptions that you
15 later claimed and filed those amended exemptions sometime in
16 December --

17 MR. BRIGGS: I did --

18 THE COURT: -- is that correct?

19 MR. BRIGGS: I did file amended exemptions. Your
20 Honor, this is not precisely responsive to Mr. Sosne, but I
21 think the Court -- we're following the money, are we not?

22 THE COURT: Correct.

23 MR. BRIGGS: Just so I can provide a bit of that
24 story. Mr. Robinson had delivered two money orders that
25 haven't -- that I have here today, just for the record. He had

1 shared them -- he had delivered them to my office in my
2 absence. I have --

3 THE COURT: Do you know which cases they are?

4 MR. BRIGGS: It is Lawanda Long, I have a money order
5 in my file today for \$299. I've taken no action because I
6 thought perhaps it'd be more prudent just to bring it here
7 today.

8 I have a money order for Darrell and Jocelyn Moore.
9 Now, again, I don't represent those clients. But a money order
10 for 349.

11 THE COURT: 349.

12 MR. BRIGGS: 349. I brought them to the Court, and I
13 want to just bring it to the Court's attention that here is
14 some money. Whatever direction is appropriate will be what
15 will happen with those funds.

16 THE COURT: Okay. So are the trustees here in those
17 cases? Ms. Conwell?

18 MS. CONWELL: I am the trustee on the Moore case.
19 And actually Mr. Moore contacted my office sometime after, I
20 believe it was the response was filed or the order to show
21 cause; I apologize, I don't have my notes here. But he
22 admitted he had not received the funds at that time.

23 And I did inquire of the debtor whether or not he had
24 heard from his attorney, which he -- well, I guess not his
25 attorney Mr. Robinson was suspended.

1 THE COURT: His former attorney.

2 MS. CONWELL: Yes. And he had not. So it does --
3 doesn't appear he really knew what to do.

4 And as far as taking the money today, I mean I would
5 prefer not to do that today.

6 THE COURT: So you want Mr. Briggs --

7 MS. CONWELL: To hold it.

8 THE COURT: -- to continue to hold --

9 MS. CONWELL: Yes, I would.

10 THE COURT: -- onto the check.

11 MS. CONWELL: Um-hum.

12 THE COURT: So you don't have to do the U.S.
13 Trustee's --

14 MS. CONWELL: Right.

15 THE COURT: -- special paperwork --

16 MS. CONWELL: That's correct.

17 THE COURT: -- whenever you even abandon property.

18 MS. CONWELL: Right.

19 THE COURT: Is that correct?

20 MS. CONWELL: And even taking any funds, I would hate
21 for them to be diminished by any bank fees.

22 THE COURT: Yeah. Okay. But at least we acknowledge
23 that, we know what the trustee's position is on that particular
24 item at this moment.

25 MS. CONWELL: Yes.

1 THE COURT: And, Mr. Sosne?

2 MR. SOSNE: Judge, I think we're getting ahead of
3 ourselves. This is not the fact-finding mission here. In
4 other words, this is not the hearing.

5 THE COURT: Oh, no. And I was going to defer all of
6 that until next week.

7 MR. SOSNE: I just think --

8 THE COURT: But I wanted to hear --

9 MR. SOSNE: Okay.

10 THE COURT: -- where in the world are we going.

11 MR. SOSNE: But in terms of what -- what Mr. Briggs
12 said, he's debtor's counsel. Over the years, he's shown up
13 for various 341 meetings for Critique Legal Services. He
14 either --

15 THE COURT: Well, he -

16 MR. SOSNE: -- just met the person the first time at
17 the 341 meeting, or if he did his job, he would have sat down
18 with these people God knows where.

19 But whether the inner sanctum -- that's almost
20 irrelevant. What we want -- and I'll state it again -- we want
21 a statement, preferably in affidavit form, dealing with each of
22 the particular items, together with documentation that supports
23 each of those items.

24 And that is equally the responsibility of Mr. Briggs,
25 as it is Mr. Robinson. And the two of them can work together

1 if they want to provide that information. And if Mr. Briggs
2 says he doesn't have it and he doesn't know, that's not
3 responsive.

4 He has the means to do it. Whether as debtor's
5 counsel, or whether as some affiliation because he obviously
6 knows these people. He just didn't pop up out of nowhere. And
7 so there's obviously some relationship, whatever that may be.

8 And between his role as counsel and that
9 relationship, he has the obligation to do a little bit of due
10 diligence. And now that we're here today, January whatever,
11 13th, and we requested this December 3rd, this should have been
12 done previously.

13 THE COURT: Well --

14 MR. SOSNE: That's why we have the motion to compel.

15 THE COURT: Mr. Sosne, are you saying he's calling a
16 ticky-tacky foul on you, to use basketball terms? Because you
17 accidentally used the word somewhere corporation, or Inc., or
18 something, instead of LLC --

19 MR. SOSNE: Well, I don't know --

20 THE COURT: -- on Critique?

21 MR. SOSNE: -- what a ticky-tacky foul is.

22 THE COURT: And are you asking --

23 MR. SOSNE: But what -- but I don't know -- I don't
24 know what Critique --

25 THE COURT: And you specifically amending and

1 clarifying all your requests to include any entity of Critique
2 Legal Services, including the LLC?

3 MR. SOSNE: Absolutely. Because, first of all, the
4 letter that he said says Critique Legal Services.

5 THE COURT: And are you -- I'm not one to put words
6 in your mouth. But you're surprised that Mr. Briggs is saying
7 that it's not -- that he wouldn't know that it was whatever the
8 Critique entity calls itself today.

9 MR. SOSNE: Well, it's a little surprising. But the
10 -- when I said Critique Legal Services, what I meant was in any
11 configuration. Whatever entity is here before us, and that has
12 filed numerous cases over the many years, whatever that entity
13 is, whatever entity deposits that money, or has the money,
14 whatever entity produces the paperwork that's the schedules,
15 and does whatever it does, and when we said "attention
16 managing" --

17 THE COURT: And isn't it infinitely clear that in all
18 the Stewart cases, and all the other items that Mr. Robinson
19 files d/b/a Critique Legal Services, and that was the entity
20 you were referring to?

21 MR. SOSNE: Well, that's where I start --

22 THE COURT: As it traces through.

23 MR. SOSNE: Well, that's where I started with was Mr.
24 Robinson d/b/a Critique Legal Services. And -- and every 341
25 meeting he has represented himself as on behalf of Critique

1 Legal Services as debtor's counsel, he's there. Critique Legal
2 Services' name is all over there.

3 And then Mr. Briggs, he's appeared at the 341
4 meetings for various individuals. And he has -- over the
5 years. And has entered his appearance, and you know the
6 relationship there.

7 So exactly what Critique Legal Services, I don't
8 know. But maybe the affidavit that they give, or the statement
9 they give can further define that since he -- if he's counsel,
10 and you have somebody who was -- had been Mr. Robinson d/b/a
11 Critique Legal Services, you would think that all he has to do
12 is either go on the -- go on the web site of the State or ask
13 somebody at Critique Legal Services exactly what happened, and
14 put that information together.

15 And when I said that -- I never suggested that he was
16 the managing agent, by the way. It said "Critique Legal
17 Services. Attention: Managing Agent." Whoever that is. I
18 don't know who that person is. Attention --

19 THE COURT: And you were not intending that to be Mr.
20 Briggs --

21 MR. SOSNE: I didn't say Ross Briggs was that
22 managing agent.

23 THE COURT: -- because you didn't realize he was
24 that, yeah.

25 MR. SOSNE: I said "Attention: Ross Briggs."

1 THE COURT: Okay.

2 MR. SOSNE: "Attention: James Robinson." Because,
3 once again, who is Critique Legal Services? And as I said, we
4 have the empty chair here.

5 So what I'm simply asking him, whether it's in his
6 knowledge today, in his limited scope of knowledge, or same is
7 true with Mr. Robinson, is that they have both the duty and
8 obligation to make reasonable inquiry given their respective
9 relationships, whatever they are, and to comply with the motion
10 to compel, should put together a statement, again, preferably
11 in affidavit form, going through each of the specific items as
12 the Court requested. You almost did it in paragraph form, or -
13 - and go through one item, second item. It's very simple to
14 do.

15 And I would ask that each of them do it, or they do
16 it collaboratively -- in a collaborative fashion, if they want
17 to do it, and identify which -- what they know and what they
18 don't know.

19 But after reasonable due diligence. I don't expect
20 somebody to provide information that is completely outside the
21 control. I cannot provide information of what happens in Mr.
22 Blackwell's office. I have no -- I have no relationship with
23 it. But I could certainly tell you what happens at Summers
24 Compton Wells. Or if I don't know about it, I certainly know
25 who to talk to, and I can provide that information, whether

1 it's through my own personal knowledge, or through reasonable
2 inquiry. Lawyers can spin those words fairly clearly. There's
3 some things you know, and there's some things you can
4 reasonably find out, and there's some things that you just
5 don't know because you cannot find out. They're beyond your
6 knowledge.

7 So that's what I'm asking for. And that's what I
8 think each of the trustees is asking for.

9 Not coming here and saying, "Well, I didn't know that
10 Mr. Sosne wanted it." For God's sakes, I think it was clear
11 what we wanted. Information, capital I, D, capital D -- you
12 know, Documents with a capital D. Give us the information and
13 provide it in that -- in that -- in the scope that I've
14 identified.

15 I didn't realize that I had to identify it today, the
16 exact way to do it. But --

17 THE COURT: It doesn't hurt, when we have discovery
18 disputes, to discuss that --

19 MR. SOSNE: Um-hum. So --

20 THE COURT: -- so that there's a clear understanding.
21 And so --

22 MR. SOSNE: So -- so that's where -- that's where we
23 are.

24 THE COURT: So, I think -- I think, Mr. Briggs, since
25 Mr. Sosne's right there, do you understand what he's

1 requesting?

2 MR. BRIGGS: I do. Just as Mr. Sosne can't recount
3 what happens in Mr. Blackwell's office, I can't recount what
4 happens in an office that I'm not at and have no control.

5 I'm happy to provide Mr. Sosne the affidavit, which
6 is exactly like the -- the analogy --

7 THE COURT: Well, who would have had --

8 MR. BRIGGS: -- analogy he said that I can't tell you
9 what's going on in Blackwell's office, I will do likewise in an
10 affidavit.

11 THE COURT: Are you saying that about Critique? So
12 who does have the information and access of Critique?

13 MR. BRIGGS: Probably who owns and controls it, not
14 me.

15 THE COURT: And who is that, to your knowledge? On
16 the record.

17 MR. BRIGGS: Missouri Secretary of State has --

18 THE COURT: No.

19 MR. BRIGGS: -- has documents --

20 THE COURT: No.

21 MR. BRIGGS: I know what --

22 THE COURT: Who is it? Who --

23 MR. BRIGGS: Mr. Robinson may well be. It may -- it
24 may be Beverly Diltz. It may -- but --

25 THE COURT: What do you mean "may be?"

1 MR. BRIGGS: That's what the Missouri Secretary --

2 THE COURT: You --

3 MR. BRIGGS: -- of State says.

4 THE COURT: You are using --

5 MR. BRIGGS: I assume it's correct.

6 THE COURT: -- pleadings of Mr. Robinson, who
7 purported to be Critique Legal Services, and you surely, in
8 your representation of the debtors from time-to-time, had to
9 make inquiry on who got the base information when trustees
10 would ask questions, or your particular clients.

11 MR. BRIGGS: Correct. Mr. Robinson --

12 THE COURT: So where did you go to get that
13 information?

14 MR. BRIGGS: Mr. Robinson. I don't know what's going
15 on in Blackwell's office. And I don't know what's going on in
16 the offices that I have no connection on. I certainly disputed
17 judicial notice over facts that are not subject to judicial
18 notice.

19 THE COURT: Well, I didn't say you were Critique.

20 MR. BRIGGS: I have no control.

21 THE COURT: Mr. Sosne made that statement.

22 MR. BRIGGS: No involvement. I do not run it. It's
23 just like I don't run Blackwell's office, and I can't tell you
24 what he's doing, and I can't tell you what's going on in
25 another office that's at a different address that I'm not at

1 and debtors are meeting. They're telling the Court and me what
2 is true in the statement of financial affairs.

3 Mr. Sosne, and even Your Honor has referred to
4 Stewart. You've referred to any number of other cases,
5 including over and above the cases that are here.

6 I think what's appropriate is for me to be responding
7 to what's on the docket.

8 THE COURT: Well, that's exactly correct.

9 MR. BRIGGS: No involvement -- I have no control over
10 any entities that shared a fee in any other matter before Your
11 Honor. There's been no evidence to the contrary. I will be
12 happy to provide that in affidavit form.

13 THE COURT: Isn't that exactly what Mr. Sosne is
14 asking?

15 MR. SOSNE: Here -- I think the distinction here is
16 what I -- he's saying that I don't know what's going on in
17 Blackwell's office. But here's the difference: I'm not
18 Blackwell's -- I'm not the attorney. He is the attorney. He's
19 of record. He is the attorney for the debtors. He has a
20 responsibility to the debtors and to the Court dealing with
21 what fees were paid. So if the fees were earned, wouldn't that
22 be something that he'd like to know?

23 Plus he's appeared at 341 meetings and Critique Legal
24 Services, I don't appear for Mr. Blackwell.

25 I also have not asked for who is the owner, because

1 that isn't what is asked for in the show cause order. I
2 haven't asked for who sits at the Board of Directors or who is
3 the managing agent of an LLC, or the manager, or members, et
4 cetera. We haven't asked that.

5 THE COURT: Principal, yes.

6 MR. SOSNE: We simply asked him for all the issues
7 relating to fees which would be reasonably within his control.

8 Now if he's stonewalled by -- if he -- if -- if he's
9 trying to make his due diligence, and he's stonewalled by
10 Critique, and to say that he doesn't know who owns or runs that
11 places, uh -- well, that's sort of unusual. The -- but I would
12 suggest this, is that if he's stonewalled, that's what he tells
13 us.

14 So he has certain ways --

15 THE COURT: And it --

16 MR. SOSNE: -- and mechanisms to get --

17 THE COURT: And wouldn't -- wouldn't it be
18 appropriate because of the close connection of Critique to
19 these debtors that at least Mr. Briggs -- and this would be
20 what I would expect in my due diligence -- to show their
21 response to your request for the information --

22 MR. SOSNE: He could ask each -- he could ask each of
23 the debtors. He could ask the debtors. They could provide
24 supplemental affidavits, for all I know.

25 THE COURT: That --

1 MR. SOSNE: They -- he could --

2 THE COURT: That would be helpful.

3 MR. SOSNE: He could -- he could ask them, "Who did
4 you pay? Where did you meet? Where'd you give the money?
5 What happened?"

6 THE COURT: "Who'd you talk to at intake?" Yeah.

7 MR. SOSNE: What did you know and when did you know
8 it? Who said that?

9 But the -- the -- the issue is very -- is very
10 simple. I think we're over-complicating it. He can make his
11 reasonable due diligence. He can make his inquiry. And let
12 him provide us with those answers.

13 The same is true with Mr. Robinson. He can -- he can
14 -- if he has that information -- he should know that
15 information since he was intimately involved. And he should
16 also provide that information since he was intimately involved,
17 then he should also provide that information.

18 THE COURT: And he should go get --

19 MR. SOSNE: That's what we're requesting.

20 THE COURT: -- it if he doesn't have it.

21 MR. SOSNE: Excuse me?

22 THE COURT: Is that what you're saying? He should go
23 get it if he doesn't have it, is that what you're saying?

24 MR. SOSNE: Unless, for some reason, somebody
25 stonewalls him.

1 THE COURT: You'll -- you'll -- just stay put.

2 MR. SOSNE: Unless for some --

3 THE COURT: We're going to deal with Mr. Briggs. Mr.
4 Robinson, make your notes.

5 MR. SOSNE: Unless someone -- unless someone
6 stonewalls him, or prevents him --

7 THE COURT: Yeah.

8 MR. SOSNE: -- from doing it. Then we understand
9 that. Then we have a different context. But we haven't even
10 gotten there yet.

11 THE COURT: No. And that's -- that's for another
12 day.

13 MR. SOSNE: So -- so I think what Mr. Briggs has said
14 is -- I think you have to listen carefully that it's a much
15 different situation than my getting information from Mr.
16 Blackwell.

17 THE COURT: Blackwell, who has a totally standalone
18 entity that you do not have cooperative --

19 MR. SOSNE: Other than seeing --

20 THE COURT: -- appearances for.

21 MR. SOSNE: Other than seeing him at various time --

22 THE COURT: Which we all know occurs.

23 MR. SOSNE: -- or being on opposing sides, we have --
24 we have no other relationship but -- other than a collegial
25 one.

1 But the -- but this is different. And they have
2 access to it, or reasonably should have access to it. And if
3 for some reason somebody's preventing them, then that's
4 something the Court should know. Because the Court has control
5 over -- or it has supervisory role over -- over fees in any
6 case. It's bankruptcy 101.

7 MR. BRIGGS: Your Honor, I think we're home. Here's
8 what Mr. Sosne has said today: He wants me to make the same
9 request that's been made already by the Court and Mr. Sosne, I
10 will do so.

11 He's asked me to make inquiry with the debtor; happy
12 to do so. Will do so.

13 Now, of course, the debtor has provided information
14 already, it's in the statement of financial affairs. I'll make
15 inquiry with the debtors asking about what they know that's
16 encompassed within the request of the Court and provide it to
17 the Court in affidavit form.

18 Mr. Sosne has referred to -- we all know, and a bunch
19 of cases not before the Court, and I simply will object to
20 propositions of fact that have not been proven at all. I
21 dispute that I have any special access, but I am debtor's
22 counsel. I certainly -- I certainly can supplement the record
23 by making the request to Mr. Robinson that's already been
24 requested, and I'm happy to report back to the Court as to what
25 response I get.

1 THE COURT: And Critique Legal Services, if your
2 debtors lead you that they dealt with them.

3 MR. BRIGGS: Absolutely. Whatever -- whatever --
4 whatever the debtors say.

5 THE COURT: Okay. I just wanted to clarify that.
6 Because it seems like you're consenting to what the trustee --

7 MR. SOSNE: I didn't hear the second --

8 THE COURT: -- has asked for.

9 MR. SOSNE: I didn't hear the second part --

10 MR. BRIGGS: I'm -- I'm --

11 MR. SOSNE: -- which was the documents --

12 THE COURT: The --

13 MR. SOSNE: The information and the documents.

14 THE COURT: Well, including what documents you
15 retrieve, right?

16 MR. BRIGGS: I have no documents. The --

17 THE COURT: No, no, no. What documents you retrieve
18 after your --

19 MR. BRIGGS: I will ask for documents --

20 THE COURT: You will ask for them.

21 MR. BRIGGS: I will ask for documents, just as the
22 Court has. If I receive them, I will produce them to the
23 trustee. If I don't receive them, I will report to the trustee
24 and the Court as to what response I have.

25 I have -- there's no showing. I have no special

1 access to ledgers, client accounts. I don't have any access to
2 it. If Critique wants to give it to me, I'm happy to produce
3 it to the Court and to the trustee.

4 I will make the same request Your Honor has. I will
5 report back as to what the nature of that response is.

6 If the debtors have anything over and above what we
7 already know, I'm happy to produce that to the trustee, happy
8 to provide the affidavit that Mr. Sosne suggested would be
9 needed to put in affidavit form, the factual information that
10 I'm sharing with Your Honor.

11 THE COURT: Oh, the U.S. Trustee would like --

12 MR. RANDOLPH: Thank you, Your Honor. Paul Randolph
13 for the U.S. Trustee.

14 Your Honor, we support the motions to compel here
15 today. We think it actually promotes what the respondent was
16 requesting, and that's an evidentiary hearing that will be
17 useful and meaningful before the Court. So if the trustees
18 could have the information prior to that hearing, I think that
19 will just make the process go more efficiently.

20 And it's my understanding that Critique, the LLC, may
21 be represented by attorney, Laurence Mass. I may be incorrect
22 in that regard, but he might be able to shed some light on some
23 of the information.

24 THE COURT: That would be something that we could all
25 take notice of, that he has entered his appearance in the

1 Stewart -- LaToya Stewart cases, and filed multiple pleadings
2 at the appellate level or District Court level --

3 MR. RANDOLPH: Yes.

4 THE COURT: -- on behalf of Critique Legal Services.
5 So the trustees could also direct certain inquiries to him.
6 And, Mr. Briggs, you might include him in your inquiry as a
7 courtesy because he may or may not be representing Critique in
8 these particular cases, but wouldn't it be prudent to go ahead,
9 at least give him knowledge of what you're requesting.

10 MR. BRIGGS: If Your Honor -- if Your Honor wants me
11 to assist the Court in trying to find this paperwork, I'm happy
12 to do so.

13 THE COURT: That's all we're asking for.

14 MR. BRIGGS: I will make the same request that you
15 have, Your Honor.

16 THE COURT: All right.

17 MR. BRIGGS: And I'll share it with Mr. Mass, if you
18 think that's a proper idea.

19 THE COURT: Well, and the request with the way Mr.
20 Sosne clarified it today, if there was any problem with
21 figuring out what we're trying to track, which is following the
22 money.

23 MR. SOSNE: Like -- for example, let's start with the
24 employment -- the -- let's -- let's start with the fee
25 agreement. What does the fee agreement say? Let's get a copy

1 of that.

2 Then let's get a copy of the -- I'm going through
3 this list here. Do I have to? But I will. To whom
4 specifically the fees were paid. Then we -- we -- who were
5 they paid to?

6 THE COURT: Such as a receipt or --

7 MR. SOSNE: A receipt, a check, a ledger, something
8 that shows what it is to support it. Where the fees were held
9 following payment. Were they in a trust account? Were they
10 put into some other account? Were they put into Mr. Robinson's
11 account? Were they put into Critique Legal Services' account?
12 What account were they held?

13 Then through the -- through the third order, we want
14 to know essentially what's happened to the fees from then until
15 now. Were they held there? Were they disbursed to anyone?
16 When were they disbursed? What are the documentation
17 supporting that? Where are the fees held today?

18 Well, we had conflicting pleadings saying that they
19 had been returned, and now Mr. Briggs says he's holding at
20 least one or two checks.

21 THE COURT: Holding two checks.

22 MR. SOSNE: He's holding two checks.

23 THE COURT: Logan and Moore.

24 MR. SOSNE: So that -- that could be part of it. And
25 he could state "I am holding those checks," and has -- gives

1 copies.

2 And then whether any of those fees have been
3 disbursed to Mr. Robinson, any attorney affiliated -- any
4 affiliated or otherwise associated with, formerly or
5 informally, Critique Legal Services, LLC or any permutation of
6 the -- that's the umbrella Critique, or to any other person.
7 That seems to be fairly clear to me. And then --

8 THE COURT: Does that make sense to you, Mr. Briggs,
9 so far?

10 MR. BRIGGS: It does. I'll do exactly what Your
11 Honor did last month, I'll duplicate your effort. I don't know
12 if I'll be more successful, but I'm happy to give it a try.

13 THE COURT: That's -- that's all we're asking of you.

14 MR. SOSNE: And where the fees were held following
15 payment and throughout the six months following Mr. Robinson's
16 suspension, including whether such fees were held in a client
17 trust account. And the fees -- the Court requires an
18 accounting of where the fees had been, and why they were not
19 returned sooner. If you -- line item-by-line item.

20 If that cannot be done clearly and cogently with
21 documentations and explanations --

22 THE COURT: You know, and that's the whole point on
23 the order to show cause. We move well beyond our struggle here
24 by just simple information that everyone should have, or should
25 make themselves knowledgeable of.

1 MR. SOSNE: So that's what we're requesting, Judge.

2 THE COURT: All right. Mr. Robinson would like to be
3 heard.

4 MR. ALBIN: Your Honor, before --

5 THE COURT: Oh, yeah. Mr. Albin. Get the last --
6 get a trustee.

7 MR. ALBIN: Seth Albin, trustee in Evette Nicole
8 Reed.

9 Your Honor, again, I just want to make sure that we
10 clarify that we don't have to come back for Mr. Briggs and his
11 clients. For example, in my case, yesterday the debtor filed
12 an amended statement of financial affairs listing -- in
13 Question 9, listing payment to James Robinson d/b/a Critique
14 Services on Washington Boulevard on February 10th, 2014 for
15 299. And that those funds were returned on 12/6/2014, and a
16 copy of a money order was also filed.

17 Again, what I'm looking for is, you know, the access
18 that he does have for sure as to his own client because he just
19 filed this stuff, and she filed amended schedules, is an
20 affidavit from that debtor saying how that money was paid --
21 all the things that Mr. Sosne -- not just -- it seemed to be
22 getting lost in this about Critique. That he does have access
23 to his own clients. Obviously they're providing him
24 information because they're filing schedules yesterday --

25 THE COURT: Right.

1 MR. ALBIN: -- in preparation for this hearing. So
2 what I'm looking for -- and I think we're all looking for on
3 top of everything else -- is an affidavit from each debtor that
4 he represents saying all this information, how they paid, their
5 fee agreement. I think he should have access to that
6 information.

7 THE COURT: Oh, I think that Mr. Briggs has said that
8 you would have that. And that -- and wouldn't that tie it up,
9 Mr. Briggs, at least from your standpoint?

10 MR. BRIGGS: I'm not sure what we're trying to tie up
11 because we're alluding to all kinds of other cases.

12 THE COURT: No, we're -- we're only talking about
13 eight cases here --

14 MR. BRIGGS: As far as these --

15 THE COURT: -- and six that you represent people in.

16 MR. BRIGGS: I'm happy to talk with the debtor, and
17 supplement what they have to say. You said there was an
18 amendment yesterday. There was -- there were some amendments
19 in December, so maybe (indiscernible - away from microphone).

20 MR. ALBIN: It was the statement -- Schedule B,
21 Schedule C --

22 MR. BRIGGS: Why don't we talk?

23 MR. ALBIN: Okay.

24 MR. BRIGGS: So that I know exactly what you're --

25 THE COURT: Oh, yeah. And, Mr. Briggs, you might

1 move the microphone over when you're speaking from there,
2 otherwise come to the podium. Because we want to make sure we
3 pick you up.

4 MR. ALBIN: All I was trying to clarify was is that
5 the information I'm looking for on top of anything he can
6 request from Critique also includes -- he has a duty to go to
7 his own client, who obviously has some information because they
8 filed something yesterday supplementing what they previously
9 filed.

10 THE COURT: Right.

11 MR. BRIGGS: Well --

12 THE COURT: And it's -- and it's under your
13 representation, so --

14 MR. SOSNE: There's -- there's -- there's one other
15 thing I want to bring to the Court's attention. In our prayer
16 -- in our motion, wherefore the trustees respectfully request
17 that this Court enter an order compelling Ross Briggs, James
18 Robinson, and Critique Legal Services -- the empty chair -- to
19 immediately turn over the Information, capital I, and
20 Documents, capital D, specified in the show cause order, and
21 additional show cause order, and to turn over the additional
22 information and supporting documents responsive to the third
23 order to each of the respective trustees.

24 So I think the order should also be directed to
25 Critique Legal Services.

1 THE COURT: Well, and by their absence, knowing full
2 well that they are a pivot point of information, speaks
3 volumes.

4 MR. SOSNE: And they were served. We sent them --
5 they were served, the certificate of service reflects that, so
6 I think it should be to all three. And then we'll get the
7 complete picture.

8 THE COURT: And --

9 MR. SOSNE: If somebody stonewalls us, it's because
10 somebody's violating a court order.

11 THE COURT: All right. And the Court's going to rely
12 on Mr. Briggs and yourself, and/or other trustees, to share
13 with Mr. Mass whatever we enter today. Because he's not
14 entered in this case, but as a courtesy. Because we want
15 Critique to know that this due process -- this whole process --
16 we want -- they're apparently a component because the other two
17 parties here use him as an opportunity not to produce documents
18 and information which Mr. Briggs is trying to overcome today.

19 MR. SOSNE: Right. I don't want the shell game.

20 THE COURT: That's correct. And we aren't going to
21 have a shell game. They're not here, they're in default.

22 Now, Mr. Robinson, we can address some of your
23 issues.

24 MR. ROBINSON: Thank you, Your Honor.

25 First, Your Honor, I want to apologize for speaking

1 out loud while I was over there, and not at the podium. I do a
2 lot of State Court trials, and I'm used to just objecting,
3 especially in criminal proceedings, Your Honor.

4 Your Honor, first of all, I have no documentation
5 memorializing any retention of any fees, attorney fees paid to
6 me. I don't have any.

7 My fees are reasonable, they're not unreasonable
8 fees, Your Honor. I stated to the trustees when I responded to
9 them -- when I responded to them on December the 8th, and
10 addressed to all the trustees here that I received the fees
11 that were paid directly to me. So there's no -- it's --
12 there's no issue.

13 THE COURT: That's okay. Just leave that off.

14 MR. ROBINSON: It's no issue as far as who got the
15 fees. They were not shared or held, Your Honor, I stated that.
16 I stated that in my response that was filed on January the 2nd,
17 2015. I stated that to Mr. Sosne and the trustees on December
18 the 8th, 2014. I paid all the clients on the dispute to avoid
19 litigation, and I paid them in a timely manner, Your Honor.
20 That was not an admission of any liability.

21 THE COURT: No, no. I think it's the Court going to
22 determine whether it's timely or not, and that's an issue for
23 the future.

24 MR. ROBINSON: Now as far as whether or not they were
25 shared, I'm going back to that issue, I did not share any

1 attorney fees with anyone, Your Honor. So I complied in good
2 faith, I don't know why the -- this is -- if -- this whole
3 thing to me -- and I apologize to the Court for having to
4 characterize this setting -- but it goes back to, for some
5 reason, that it's not about the attorney fees that were
6 returned, like you said. It's about an attempt to -- maybe to
7 disbar Attorney Robinson for some unethical conduct and to drag
8 along Mr. Briggs.

9 THE COURT: That's --

10 MR. ROBINSON: Because I have no idea why the
11 trustees are saying that Mr. Robinson has not complied in good
12 faith. I don't know what they want because I don't have any
13 documentation memorializing any of the fees.

14 THE COURT: Well, then -- then why didn't you file
15 something with this Court --

16 MR. ROBINSON: I told the --

17 THE COURT: -- that showed that you tried to retrieve
18 this information from a group that you purported to be a d/b/a
19 of called Critique? That is -- that is the 800 pound gorilla
20 of this issue.

21 MR. ROBINSON: I was unaware that that's what they
22 wanted.

23 THE COURT: Well --

24 MR. ROBINSON: It was directed to me.

25 THE COURT: It was directed to them, too, and your

1 d/b/a.

2 MR. ROBINSON: It was directed to me, Your Honor.

3 And I have a d/b/a, Critique Services.

4 THE COURT: You --

5 MR. ROBINSON: And I answered --

6 THE COURT: You have it -- when you say you have it --

7 MR. ROBINSON: What I'm saying, Your Honor --

8 THE COURT: -- we seem to have --

9 MR. ROBINSON: I -- when I was working --

10 THE COURT: We seem to be straining on definitions.

11 MR. ROBINSON: When I was working for -- before you
12 suspended me --

13 THE COURT: Correct.

14 MR. ROBINSON: -- I operated James Robinson d/b/a
15 Critique Services, simple as that.

16 THE COURT: Was -- what kind of entity was Critique
17 Services, just for the record?

18 MR. ROBINSON: I -- I can't -- I -- I can't answer
19 that, Your Honor. That's a legal question. I can't answer
20 that. I just know I had a d/b/a working as Critique Services.
21 I had a licensing agreement, Your Honor, to use that name.

22 THE COURT: Oh, so you were using the name under a
23 licensing agreement.

24 MR. ROBINSON: Right. Between me --

25 THE COURT: Don't you think that would be relevant to

1 show us so --

2 MR. ROBINSON: I have a -- I have --

3 THE COURT: -- that we can figure out why you cannot
4 get information at this date?

5 MR. ROBINSON: I -- I -- I didn't --

6 THE COURT: And that would help protect you.

7 MR. ROBINSON: Your Honor, I was unaware of the fact
8 that the Court wanted me to do something of that nature, Your
9 Honor. Because the -- the directive was directed to me, Your
10 Honor.

11 THE COURT: Are we clear today?

12 MR. ROBINSON: Not really. Because I've answered.
13 I've answered everything that the trustees has asked me. I've
14 responded to them.

15 THE COURT: Let's hear from Ms. Case for a second.
16 Let her clarify this.

17 MS. CASE: Your Honor, there is at least one document
18 because the debtors -- when you ask them at the meeting of
19 creditors these questions, "Do you have a receipt," they pull
20 the receipt out frequently and hand it to you, or they indicate
21 that they will get the receipt to you.

22 So someone has a receipt book someplace. Whether it
23 is Mr. Robinson doing business as Critique Legal Services, or
24 whether it is Critiques Services, LLC, or whether it is
25 Critique Services Corporation, there is a receipt book.

1 THE COURT: And what does it say on that receipt as
2 who receives it?

3 MS. CASE: Different things, different times.

4 THE COURT: Different things at different times.

5 MS. CASE: Different things, different times. But
6 the receipt book, someone's got this receipt book. I would
7 think that is a documentation that would be produced, the
8 receipt book.

9 THE COURT: Are --

10 MS. CASE: We can start there.

11 THE COURT: A copy of the receipt.

12 MS. CASE: Or a copy of the receipts that the debtors
13 have.

14 THE COURT: That is held --

15 MS. CASE: By the debtor.

16 THE COURT: -- by the party receiving it --

17 MS. CASE: Correct.

18 THE COURT: -- and/or debtor.

19 MS. CASE: It's --

20 THE COURT: The debtor -- I think all the debtors --
21 they've produced --

22 MS. CASE: It looks like --

23 THE COURT: -- those in my court before.

24 MS. CASE: It's the old fashion kind that looks like
25 it's -- where you just write on it, and you rip it out --

1 THE COURT: And it self-duplicates.

2 MS. CASE: -- and there's a carbon behind it --

3 THE COURT: Right.

4 MS. CASE: -- is that it appears to be. It's a
5 receipt book. It's one like the U.S. Trustee's Office requires
6 the trustees to keep in the event someone, heaven forbid,
7 should show up at our office and want to pay us cash. We have
8 to have a receipt book. I think I've only had that happen one
9 time, but I've got a receipt book.

10 These people show up with a receipt, that's what we
11 need to see. One of many things. It's very basic, but, yes,
12 there is something. There is a receipt.

13 MR. ROBINSON: Your Honor, I'll be more than happy to
14 give the Court a copy of the licensing agreement that was
15 provided to the U.S. Trustee's Office and the consent order,
16 Your Honor, that I operated under.

17 THE COURT: Okay. And you just heard about the
18 receipts.

19 MR. ROBINSON: Your Honor, if I'm able to find the
20 receipt, I'll be more than happy to provide that information,
21 Your Honor.

22 THE COURT: You see, that's all we're looking for,
23 step-by-step, in an affidavit on what happened to the money.
24 Step-by-step.

25 MR. ROBINSON: Well, I don't know how much more they

1 want to know what happened because I -- I admitted to the Court
2 on these eight debtors, I received the money. I -- I don't
3 know what more they want.

4 THE COURT: Well, they want to know where it went,
5 where it was held, where it came from, or what account it came
6 from to get the money order.

7 MR. ROBINSON: Well --

8 THE COURT: It's just simply explaining.

9 MR. ROBINSON: Well, let me say this, Your Honor.

10 THE COURT: It sounds like you want -- you're trying
11 to tell us you're willing to explain this.

12 MR. ROBINSON: Well --

13 THE COURT: Well, put it in affidavit form, and put
14 that documents that support your statement, that's all they're
15 asking. That's what this hearing is primarily about today.

16 MR. ROBINSON: Well, Your Honor, when I think about
17 that, I have to be careful. There is a due diligence I have to
18 do in order to not be sanctioned by the Court for not, in good
19 faith, complying.

20 But under -- under Supreme Court Rule 4-1.6, you ask
21 -- you may be asking me to violate a confidential communication
22 between me and my client, Your Honor. That information -- no
23 client -- that eight debtors that are not here, they're not
24 expect to have their documentation brought into this Court,
25 Your Honor. I don't have consent for that.

1 THE COURT: Well, then why didn't you file a
2 protective order back at the very first of December when you
3 started filing things?

4 MR. ROBINSON: Because, Your Honor, the --

5 THE COURT: That would be the proper procedure.

6 MR. ROBINSON: Because the scope -- the scope of this
7 hearing has expanded so, Your Honor, that now it deems to be
8 possibly necessary.

9 THE COURT: No, it hasn't. Never has.

10 MR. SOSNE: For example, there's -- there's no
11 privileged information that we're requesting. Because all
12 we're ask -- we're not asking for what -- what --

13 THE COURT: Was said or --

14 MR. SOSNE: -- legal -- legal advice was given.

15 THE COURT: Yeah.

16 MR. SOSNE: We're asking for the source of the funds,
17 where the funds were paid, that's fair game.

18 Secondly, I'll mention this: If Mr. Robinson said he
19 got paid the money, who typed up the schedules? Who prepared
20 the schedules? Who met -- who were the people who met with the
21 debtors? Was it Mr. Robinson who did it all himself, and he
22 kept the money? Or were there people there typing at Critique
23 Legal Services, LLC, Corporation, Proprietorship, Partnership,
24 who's doing what? So when we want to know the disbursement of
25 funds, that's -- it's -- it's -- those are -- those are the

1 types of things that are -- that are -- that are -- that are --
2 that we would like to know. When I take in funds and do a
3 debtor case myself on a -- from time-to-time, we have staff who
4 actually do certain things, and certain designated duties. I
5 don't know if Mr. Robinson does all these things himself, I
6 doubt it. Because I've been at 341 meetings where we've had
7 situations that were -- the debtors didn't even know who Mr.
8 Robinson was.

9 So we have -- obviously somebody's doing something.
10 Who is it? Are they Mr. Robinson's employees under some sort
11 of fictitious name? Are they employees of the corp or the LLC?
12 Who's doing them? So they're obviously getting paid.

13 So are the funds then held in Mr. Robinson's trust
14 account? Are they held in a -- I mean those are the types of
15 things that -- chapter and verse that are important. Which
16 account are they held, and how are they disbursed?

17 THE COURT: Mr. Robinson, does that make sense?

18 MR. ROBINSON: Your Honor, no, it doesn't. Because
19 the scope of funds is -- Your Honor, is privileged
20 communication between attorney and the client.

21 THE COURT: What?

22 MR. ROBINSON: Yes, it is, Your Honor.

23 THE COURT: Well, you'd better get a protective
24 order, and we'd better be having a hearing on that because I've
25 never heard that in my lifetime.

1 MR. ROBINSON: Well --

2 THE COURT: Because --

3 MR. ROBINSON: -- it's under Supreme Court rules,
4 Your Honor.

5 THE COURT: The Supreme Court rule says -- read it to
6 me. Read that Supreme Court Rule.

7 MR. ROBINSON: I don't have it in front of me.

8 THE COURT: Well, let's see --

9 MR. ROBINSON: But I know the source of funds

10 THE COURT: -- if we can't just pull on some
11 information here. Because, Mr. Robinson, you've got to educate
12 me.

13 MR. ROBINSON: And also, Your Honor, the scope --

14 THE COURT: I want to be -- I want to be educated by
15 you on exactly how fees are privileged information under the --

16 MR. ROBINSON: The source of funds, Your Honor.

17 THE COURT: Well, we didn't --

18 MR. ROBINSON: He asked for the source.

19 THE COURT: Like in the debtor --

20 MR. ROBINSON Out of his mouth -- out -- his mouth --

21 THE COURT: Yeah, believe it or not --

22 MR. ROBINSON: Mr. Sosne said the source --

23 THE COURT: -- those aren't confidential --

24 MR. ROBINSON: -- of funds.

25 THE COURT: -- and never have been.

1 MR. SOSNE: You have -- it's on the -- it's on the
2 bankruptcy schedules, the statement --

3 THE COURT: It's on the bankruptcy schedules.

4 MR. SOSNE: -- of financial affairs, and other
5 disclosures of who -- what's the source of the funds. It could
6 be the debtor, it could be the debtor's mom, debtor's dad,
7 both.

8 THE COURT: It's --

9 MR. SOSNE: Source of funds --

10 THE COURT: It's right there, Mr. Robinson.

11 MR. ROBINSON: Your Honor --

12 THE COURT: You sign an affidavit that says it's
13 true.

14 MR. ROBINSON: -- but when you -- when you call --
15 but when you call it --

16 THE COURT: You sign an affidavit --

17 MR. ROBINSON: Your Honor --

18 THE COURT: -- under risk of your license.

19 MR. ROBINSON: But when you call -- when you call
20 that information up in this courtroom, Your Honor, without the
21 debtor being here authorizing me to discuss that, then I may be
22 subject to violating that client's privilege communication.
23 That's what I'm saying, Your Honor.

24 THE COURT: No, you aren't.

25 MR. ROBINSON: And also, Your Honor, what Mr. Sosne

1 is asking for as far as who typed what, things of that nature,
2 that's beyond the scope of this hearing, Your Honor.

3 THE COURT: No, it isn't.

4 MR. ROBINSON: That's my objection. We may disagree,
5 Your Honor, respectfully.

6 THE COURT: Well, it's overruled. Your objection is
7 without merit. It's so without merit that I'm asking you to
8 read the actual rule about confidential communication into the
9 record that you're saying you're violating. Do you want to do
10 that?

11 MR. ROBINSON: Well, I know -- well, I know for a
12 fact, Your Honor, I have to -- and I don't know the -- and I
13 think it's still under 4.1-6, that I have a duty to object to
14 any invalid order. And I'm saying all three show cause order
15 are invalid. And under Missouri Supreme Court rules, I have to
16 object to protect my clients, Your Honor, and myself as far as
17 attorney/client privileges and communication.

18 THE COURT: It's only under specific exceptions that
19 you can invoke this rule.

20 You have previously filed a disclosure in the
21 bankruptcy schedules, including Form 2016.

22 MR. ROBINSON: Your Honor, I said --

23 THE COURT: And --

24 MR. ROBINSON: -- under certain circumstance, when
25 it's called into play, I may be violating that rule. That's

1 specifically what I said, Your Honor.

2 THE COURT: So you aren't going to supply that.
3 You're going to rely on Mr. Briggs to get that from the
4 debtors.

5 MR. ROBINSON: Your Honor, I'm going to comply in
6 good faith, as I've always done. And it's up to the trustees
7 as movants to show that I have not complied in good faith if
8 they're going to ask this Court for any kind of sanctions.

9 May I be excused from the podium?

10 THE COURT: Sure.

11 MR. ALBIN: Your Honor, again, Seth Albin, Chapter 7
12 trustee for Evette Nicole Reed.

13 Again, at the minimum, I've heard a lot about what
14 Mr. Robinson can't do, or won't do, or is unable to do for a
15 variety of reasons. I think what we're all looking for here
16 today is what information he can provide.

17 For example, in the statement of financial affairs,
18 again, Question 9 that was filed yesterday, the debtor says
19 they received -- they paid James Robinson d/b/a Critique
20 Services on February 10th, 2014 \$299.

21 I think the bare minimum that Mr. Robinson should be
22 able to provide an affidavit of whether or not he actually got
23 that money. What happened to that money? Did it get deposited
24 in an operating account? Was it paid in cash, by check? Was
25 it put into an attorney trust account? When was that money

1 disbursed to himself or any other entity that he has ownership
2 interest. I mean those are all factual issues that I think
3 that's part of what we're looking for.

4 THE COURT: And that's purely within the knowledge
5 and purview of Mr. Robinson.

6 MR. ALBIN: Correct. So --

7 THE COURT: And that is not a confidential
8 communication because you handled the money, Mr. Robinson.

9 MR. ALBIN: So I think what we're looking for is --
10 when we come out of here today is an order that says -- instead
11 of saying he'll comply, and then he does a statement, and then
12 we come back here a week from now saying we still don't have
13 the information, can we get something a little bit more
14 specific exactly what he -- what he can do right now, and then
15 we can take the other stuff up at another time if he wants to
16 file some case law, or whatever, a brief, I don't care.

17 But there is -- got to be some information he can
18 provide us, you know, to help us prepare for next week.

19 THE COURT: And the -- and the motion to compel will
20 be specific.

21 MR. ROBINSON: Excuse me, Mr. Albin. What is the
22 reason why you just stated you wanted that information? Why?
23 Why do you want the information that you just asked for?

24 MR. ALBIN: So I can comply with the court order.

25 MR. ROBINSON: What court order?

1 MR. ALBIN: I'm not -- Mr. Robinson, I'm not here to
2 get cross-examined by you.

3 MR. ROBINSON: No, I want to -- you're asking me to
4 provide information. So I'm asking you why do you want me to
5 provide that information to you?

6 THE COURT: It's part of his due diligence, Mr.
7 Robinson. And it should be apparent to you --

8 MR. ROBINSON: Due --

9 THE COURT: -- if you were a true officer of this
10 Court --

11 MR. ROBINSON: I am, Your Honor.

12 THE COURT: -- that you would account --

13 MR. ROBINSON: That's why I'm asking --

14 THE COURT: -- for these items, and you would have
15 given an affidavit already instead of stonewalling --

16 MR. ROBINSON: If --

17 THE COURT: -- this entire proceeding --

18 MR. ROBINSON: I'm not stonewalling, Your Honor.

19 THE COURT: -- which is why there is a motion to
20 compel.

21 MR. ROBINSON: If he -- I need --

22 THE COURT: You could have gotten rid of 90 percent
23 of this --

24 MR. ROBINSON: I need him to say --

25 THE COURT: -- by what you're trying to say today.

1 MR. ROBINSON: If he's trying to say that that
2 information is needed to show that the fees were unearned --

3 THE COURT: No. I need it. Period.

4 MR. ROBINSON: I want to know why --

5 THE COURT: That's why you are compelled to furnish
6 it.

7 MR. ROBINSON: I want to know if the trustee is --
8 are you asking that information so -- in the three -- in the
9 hearing next week to show that the fees were unearned, do you
10 need that information? Is that why you asking for that
11 information?

12 MR. ALBIN: I'm not going to be cross-examined by
13 you.

14 THE COURT: No, and --

15 MR. ROBINSON: It's not a cross-examination.

16 THE COURT: No, well --

17 MR. ROBINSON: He needs to say --

18 THE COURT: You can swear him next week. I'm telling
19 you to get it. Are you --

20 MR. ROBINSON: But what's the reason?

21 THE COURT: Do you want any more clarification?

22 MR. ROBINSON: Is it for -- to show for --

23 THE COURT: The Court orders you, not Mr. Albin.

24 MR. ROBINSON: But -- but is it --

25 THE COURT: I order you.

1 MR. ROBINSON: Is it to show for unearned fees, Your
2 Honor. Or is -- is the information going to be used to show --

3 THE COURT: We don't know, Mr. Robinson.

4 MR. ROBINSON: Then it's a fishing expedition.

5 THE COURT: We need this -- there's no fishing --

6 MR. ROBINSON: You just stated --

7 THE COURT: This is --

8 MR. ROBINSON: -- you don't know.

9 THE COURT: Oh, is it fishing when you take money of
10 other people and cannot account to this Court on why you held
11 it from June 10th to December 6th? Are you kidding me?

12 MR. ROBINSON: I respectfully --

13 THE COURT: This is a disgrace.

14 MR. ROBINSON: I respectfully disagree, Your Honor.

15 THE COURT: You are disgraceful.

16 MR. ROBINSON: I respectfully disagree with what you
17 saying, Your Honor.

18 THE COURT: You -- there's nothing fishing about it.
19 You must track this. You have filed sworn pleadings before
20 this Court that said you received this money. Therefore,
21 there's nothing fishing about each of the specific cases.
22 Period.

23 MR. ROBINSON: I've made my statement, Your Honor.
24 Thank you.

25 THE COURT: Are you withdrawing that now?

1 MR. ROBINSON: No, I'm not.

2 THE COURT: There's nothing fishing about this.

3 MR. ROBINSON: Withdrawing what?

4 THE COURT: The fishing comment.

5 MR. ROBINSON: Well, Your Honor, if he is not able to
6 tell me why he wants it --

7 THE COURT: Because --

8 MR. ROBINSON: -- then it's fishing.

9 THE COURT: I -- I ordered it. It's already ordered.

10 MR. ROBINSON: You ordered it because you wanted to
11 show unearned fees.

12 THE COURT: No --

13 MR. ROBINSON: I'm asking why does he want it.

14 THE COURT: -- I don't know if there are unearned
15 fees.

16 MR. ROBINSON: You already stated --

17 THE COURT: Why are we having a hearing but to
18 determine --

19 MR. ROBINSON: You stated that's why we're here.
20 Your show cause order stated that, Your Honor. You can't --

21 THE COURT: My show cause --

22 MR. ROBINSON: You can't separate --

23 THE COURT: We're here on discovery issues, Mr.
24 Robinson.

25 MR. ROBINSON: Based on your show cause order.

1 THE COURT: You are going on into the future. In
2 order to show that you earned those fees, you first need to
3 comply with discovery. I believe --

4 MR. ROBINSON: No.

5 THE COURT: -- that's basic first year law school.

6 MR. ROBINSON: Well, I already made my --

7 THE COURT: We want to know discovery. You have not
8 complied with discovery. You have not given this information.
9 There is nothing fishing about it.

10 MR. ROBINSON: I already --

11 THE COURT: You are caught in a trap, Mr. Robinson.
12 You'd better figure out --

13 MR. ROBINSON: I respectfully disagree, Your Honor,
14 because I practice lawfully, and I respect this Court, Your
15 Honor. And I --

16 THE COURT: Well, you have signed affidavits that say
17 you got the money. Therefore, you need to sign an affidavit --

18 MR. ROBINSON: I admitted I got the money, Your
19 Honor.

20 THE COURT: -- that --

21 MR. ROBINSON: There's no question about that.

22 THE COURT: -- that complies with this discovery.

23 MR. ROBINSON: I will do the best I can to in good
24 faith to comply with that, Your Honor. But I'm doing it under
25 objection, Your Honor, that it's unlawful, void, show cause

1 order, and this is a contempt hearing really, Your Honor.

2 THE COURT: Well, it doesn't get into contempt if you
3 -- only if you fail to comply.

4 THE COURT: Those are the consequences. Is there
5 anything else that the trustees would like to say?

6 (No audible response heard)

7 THE COURT: Mr. Briggs, did you want to say
8 something?

9 MR. BRIGGS: Just some information I want to share
10 with the Court.

11 THE COURT: Please. We don't pick you up because you
12 don't have the microphone in front of you.

13 MR. BRIGGS: I hear you. I apologize, Your Honor.

14 As I shared with the Court earlier, I have two money
15 orders in my file. I gather that maybe I should retain those
16 money orders unless a specific trustee or Your Honor would
17 dictate that they are delivered to some --

18 THE COURT: Well, we're only trying to do discovery
19 at this point.

20 MR. BRIGGS: And I know this is not exactly within
21 the scope of the motion. But I want the Court to know I'm
22 going to be communicating with debtors. Some of these debtors,
23 pursuant to the amended schedules that I'm sure Your Honor read
24 in December, there were some refunds actually made.

25 Within one or two days after that, I, by written

1 correspondence, asked the individual trustees whether they
2 wished those funds to be turned over to their office.

3 Trustee Blackwell responded saying that the funds
4 that identified need not be returned.

5 I have not heard from the other trustees.

6 If they -- if they need those funds turned over, I'm
7 most interested in hearing that today, or on another day.

8 THE COURT: Well, I think that's for next week.

9 MR. BRIGGS: Okay.

10 THE COURT: It's just like -- we're not -- we're
11 trying to deal with discovery today.

12 MR. BRIGGS: Okay. So I will await further
13 direction, either from the trustees, or Your Honor, or all as
14 to whether the funds -- the debtors have possession of these
15 funds. If they need to be turned over, any time the Court or
16 the trustees dictate that that should occur, I need to be
17 acting on that promptly. If that should be taken up at a later
18 date, I will await further guidance.

19 THE COURT: Thank you.

20 MR. ROBINSON: Your Honor, respectfully, this is not
21 to say that I'm attempting to prolong whatever you -- they're
22 unlawfully asking for. The hearing is on the 21st, I believe.
23 I don't know, Your Honor -- because I'm going to ask
24 respectfully that I wait to get this -- what they're asking for
25 distinctly put in the order so I can reply line-by-line. And I

1 don't know if I can do that by the 21st, Your Honor.

2 THE COURT: You'd just better do your best because
3 you've had since November to get this done.

4 MR. ROBINSON: Can -- can I expect the Court to issue
5 the order line so I can go by line-by-line?

6 THE COURT: You'll have the order in two days.

7 MR. ROBINSON: Thank you, Your Honor.

8 THE COURT: Now is there something else on this? I
9 have a matter that --

10 MR. SOSNE: Your Honor, I don't think the trustees
11 have anything. We just want then to know that we'll get the
12 order, and then the date by which they have to produce the
13 information, and then we have the hearing, I believe, the show
14 cause hearing, 10 o'clock, I have it, on the 21st.

15 So I don't know if the document and the affidavit
16 production would be ordered by the 20th, or some other time. I
17 -- or -- or the 19th. I don't know how much time you're going
18 to give them. They could start -- certainly start working on
19 it right now. They --

20 THE COURT: They -- they know exactly --

21 MR. SOSNE: They've heard enough.

22 THE COURT: They know exactly what you want.

23 MR. SOSNE: Engagement letter, if any. All the --
24 all the things we --

25 THE COURT: It sounds like Mr. Briggs isn't going to

1 have any trouble getting it done by then, and --

2 MR. SOSNE: So they could certainly start working on
3 it now. It's just a question of what date.

4 THE COURT: The question is whether Mr. Robinson, had
5 he worked on it before, would have probably been done by now.

6 MR. SOSNE: That's -- that's true. Anyway, so that's
7 -- that -- there's really nothing else. I think the trustee
8 have made their -- have tried to comply with the orders, and
9 have made their positions known.

10 Thank you.

11 THE COURT: All right. And, Mr. Robinson?

12 MR. ROBINSON: Yes, sir?

13 THE COURT: Which -- or maybe I should ask Mr. Briggs
14 first. What date do you believe you could get it done by,
15 Tuesday morning before the Wednesday hearing?

16 MR. BRIGGS: I'm going to let the -- the Court tell
17 me when I need to get it done. Now I will say for the record,
18 of course, some of the information is going to be generated
19 through the debtor. So I don't know their schedule. I would
20 just suggest the Court pick a deadline. If I'm having
21 difficulty, I will promptly bring it to the Court's attention.

22 But what I will try to do is not -- not ask for more
23 time. I have to go to the debtors. If they're on vacation,
24 that might make a difference. I would simply ask for more
25 time.

1 THE COURT: And we could always supplement later on.
2 But I'm inclined to say noon on Tuesday. Because it
3 should -- this should be fairly --

4 MR. BRIGGS: I will do my best to make it happen noon
5 on Tuesday.

6 THE COURT: -- fairly direct based on your limit --
7 on your previously stated limitations as far as you're
8 concerned.

9 Mr. Robinson, will be directed at the same time, but
10 to fill in the affidavit. Because we're really at information
11 that should be in your knowledge that go back to, like you say,
12 in the one case, February was when you were paid, of 2014. And
13 you started work on their case, and you weren't suspended until
14 June 10th, and you clearly have information on that.

15 And then you'd have information thereafter on how you
16 refunded the fees.

17 MR. ROBINSON: I'm -- I'm not -- when I say --

18 THE COURT: Then those would be the things that we,
19 at a minimum, expect from you.

20 MR. ROBINSON: When I say I understand what you
21 saying, that doesn't mean I'm acquiescing, Your Honor. I'm
22 just going to attempt to comply.

23 THE COURT: No, no, I just want to know --

24 MR. ROBINSON: Yeah.

25 THE COURT: -- if you do understand.

1 MR. ROBINSON: Yeah, I'm going to attempt to comply
2 in good faith, Your Honor, as speedily as possible.

3 THE COURT: Okay.

4 (Pause)

5 THE COURT: Based on the information, are we
6 interested in possibly pushing this to Wednesday, the 28th?
7 Trustees, please check. Mr. Briggs, you available? This might
8 give you additional time --

9 MR. BRIGGS: Your Honor, I'll just make myself
10 available.

11 THE COURT: Mr. Robinson, I take it you're available?

12 MR. ROBINSON: I'll make myself available, Your
13 Honor.

14 THE COURT: That will give you more time to comply.

15 MR. ROBINSON: Thank you.

16 MS. CASE: What time on the 28th, Your Honor? What
17 time on the 28th?

18 THE COURT: We were thinking 10.

19 MR. ALBIN: Your Honor, there's someplace I have to
20 be at noon. Would it be possible that we could start at 9:30?
21 I don't --

22 THE COURT: Let's just say 9.

23 MR. SOSNE: So the show cause hearing will be at 9 on
24 -- on the 28th?

25 THE COURT: 9 on the 28th. So we push the -- the

1 21st hearing, no one has to be here.

2 (Pause)

3 THE COURT: Anything else to come before the Court?

4 (No audible response heard)

5 THE COURT: Court will be in recess.

6

7 (Whereupon, at 11:42 A.M., the hearing was adjourned.)

8

9

10 CERTIFICATE OF TRANSCRIBER

11

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

16

17



18

19 Karen Hartmann, AAERT CET**D0475 Date: March 25, 2015

20 TRANSCRIPTS PLUS, INC.

21

22

23

24

25

Attachment 193

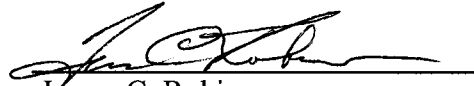
Robinson's January 20, 2015 affidavit

AFFIDAVIT IN RESPONSE TO MOTION TO COMPEL

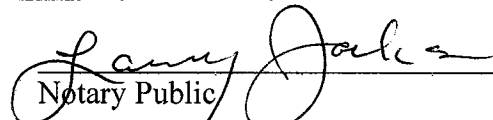
Come Now James C. Robinson, Attorney at Law, and upon his oath states the following:

1. I, James C. Robinson, have transmitted the Licensing Agreement between myself and Critique Services LLC to each Trustee.
2. For the following Debtor's attorney fees were paid cash, receipted and turned over to me.
3. Attorney fees were not held, attorney fees were not deposited in any accounts, attorney fees were not shared.
4. Attorney fees were spent prior to the filing of the case.

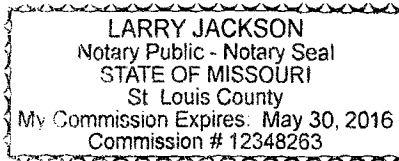
FURTHER AFFIANT SAYETH NOT:


James C, Robinson

Subscribed and sworn to before me this 20 day of January 2015


Notary Public

My Commission Expires: 5 30 . 20 16



Attachment 194

Briggs's January 20, 2015 affidavit

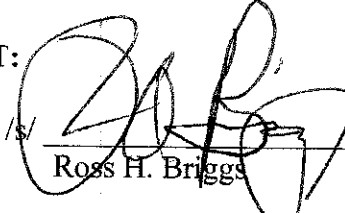
5. Because I do not represent the debtors in In re Nina Logan, Case Number 14-44329-705 and In re Darrell and Jocelyn Moore, Case Number 14-44434-705, I have not attempted to directly communicate with said debtors. However, as I advised the Court on January 13, I continue to retain a Personal Money Order payable to Darrell and Jocelyn Moore which Mr. Robinson delivered to my office in December, 2015. Other than advising the Court of the existence of the money order, I have taken no further action since I am not legal counsel for the debtors. I await further guidance from the Court regarding whether said funds should be turned over to the Trustee, to Mr. Robinson or some other person. I have provided a copy of the above money order to the Trustees. Copies of other money orders refunded to various debtors are attached to the Trustees' Motion To Compel.

6. My personal knowledge regarding to whom debtors paid fees for the legal services of Mr. Robinson, and the subsequent holding and disbursement of such funds, is limited to the information contained in the statements and documents provided by debtors to the Trustees and the Statement of Affairs filed by debtor with this Court.

7. I have not received nor shared, and will not accept, in any of the fees paid by debtors for the legal services of Mr. Robinson. My legal representation of debtors has been pro bono and rendered free of charge to debtors.


8. I represent my own clients out of my own law office located at 4144 Lindell Blvd, suite 202, St Louis MO 63108. I have no knowledge, access or control concerning any check, ledger, bank account or account statement of Mr. Robinson or Critique Services as it relates to these debtors or as requested by this Court. I do not know where the fees paid by debtor were held, deposited or to whom they were disbursed. My communications with Mr. Robinson concerning the above debtors have been limited to assisting in the completion legal representation of the debtors in their Chapter 7 bankruptcies after Mr. Robinson's suspension and complying with the Orders of this Court as entered in their cases.

FURTHER AFFIANT SAYETH NOT:

/s/ 

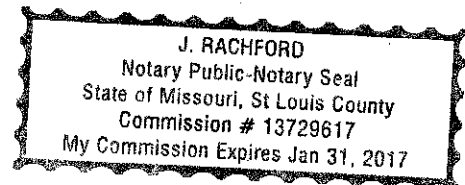
Ross H. Briggs

Subscribed and sworn to before me this 20th day of January, 2015

/s/ 

Notary Public

My Commission Expires: January 31st, 2017.



Attachment 195

Example of Robinson's Retainer Agreement

RETAINER AGREEMENT

This Agreement is made and entered into by and between James C. Robinson, Attorney d/b/a Critique Services, herein "Attorney" and Leon & Pauline Brady herein "Client".

Client hereby retains and employs Attorney for the fee of:

 Int. \$299.00 Single Petition or LB PB
 Int. \$349.00 for Joint Petition

By agreement with the Client, the above agreement includes the following services:

Analysis of financial situation and rendering of advice in determining filing of Bankruptcy Petition;
Preparation and filing of bankruptcy petition, schedules and statement of financial affairs that may be required;
Representation of the Client at the first scheduled 341 hearing and /or meeting of creditors.

By agreement with the Client, the above agreement does not include the following services:
Representation of Client in any discharge ability actions, judicial liens avoidances, relief from stay actions, stipulation agreement and any other adversary proceeding.
Preparation and filing of reaffirmation agreements and motions.
Representation of the Client in any contested matters involving a redemption.
Revising and updating of credit report data.
Appearance at continued 341 hearing, amendments to petition, additional copies of petition, letters to creditors and/or credit bureau, faxes to creditors, garnishment recovery.

Client agrees to review the petition and all documents for accuracy prior to the filing of the petition and assume all responsibility for error or omission after this point.
Client does understand that the bankruptcy petition cannot and will not be filed without all necessary and/or requested information.
Client does understand that it is necessary to complete a credit counseling course prior to the filing of the case and a financial management course within 45 days of the meeting of creditor hearing or discharge will be withheld, (additional fees apply)
Client understands that if their case is closed without discharge there is a \$310.00 fee to reopen said case.
Client understands there will be no refunds issued after the signing of this agreement and court filing fee and all missing information listed on the attorney request form must be received within 90 days of the initial consultation or your processing fees will be forfeited..

Client(s) affirms that her and/or she has read, understands and agrees to this agreement.

Leon Brady
Client Signature
12-3-13
Date

Pauline Brady
Client Signature
12-3-13
Date 12-3-13

Ex. 1

Attachment 196

Order Compelling Turnover

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

In re:	Evette Nicole Reed,	Debtor.	Case No. 14-44818-705
<hr/>			
In re:	Pauline A. Brady,	Debtor.	Case No. 14-44909-705
<hr/>			
In re:	Lawanda Lanae Long,	Debtor.	Case No. 14-45773-705
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In re:	Marshall Beard,	Debtor.	Case No. 14-43751-705
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In re:	Darrell Moore,	Debtor.	Case No. 14-44434-705
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In re:	Nina Lynne Logan,	Debtor.	Case No. 14-44329-705
<hr/>			
In re:	Jovon Neosha Stewart,	Debtor.	Case No. 14-43912-705
<hr/>			
In re:	Angelique Renee Shields,	Debtor.	Case No. 14-43914-705
<hr/>			

ORDER GRANTING THE MOTION TO COMPEL TURNOVER

Between November 26, 2014 and December 10, 2014, the Court entered three show cause orders (as described herein; collectively, the “Show Cause Orders”) in the above-referenced cases (each, a “Case”; collectively, the “Cases”). In the Show Cause Orders, the Court directed James Robinson—an attorney affiliated with the “firm” of Critique Services L.L.C. but who currently is suspended from the privilege of practicing before this Court—to show cause why he should not be sanctioned and required to disgorge certain attorney’s fees that he accepted from the above-referenced debtors (each, a “Debtor”; collectively, the “Debtors”) prior to being suspended. In addition, in the Show Cause Orders the Court directed the chapter 7 trustees (each, a “Trustee”; collectively, the “Trustees”) to account to the Court for the whereabouts and status of those fees over the past six months. On December 12, 2014, the Trustees filed in each Case a Motion to Compel Turnover, seeking a court order compelling the following persons to turn over certain documents and information that the Trustees require to comply with the Court’s directive:

- (i) Robinson;
- (ii) Ross Briggs, an attorney with a long-time relationship (formal and informal) with Critique Services L.L.C. and Critique Legal Services L.L.C.,¹ who took over the representation of most of the Debtors² after Robinson’s suspension; and
- (iii) Critique Legal Services.

On January 13, 2015, the Motion to Compel Turnover came for hearing. The Court now grants the Motion to Compel Turnover, on the terms herein.

¹ “Critique Legal Services L.L.C.” is a dissolved company that was organized by non-attorney Beverly Diltz (née Holmes). Diltz is also the owner and organizer of the similarly named (but not dissolved) Critique Services L.L.C., the “firm” with which Robinson is affiliated.

² Briggs is the Debtors’ counsel in all the Cases but *In re Moore* and *In re Logan*.

I. FACTS RELATED TO THE MOTION TO COMPEL TURNOVER

A. Pre-Hearing Events

1. The June 10, 2014 Suspension of Robinson

On June 10, 2014, in the matter of *In re Latoya Steward* (Case No. 11-46399), Robinson was suspended from the privilege of practicing before this Court for, among other things, contempt and the willful, unexcused refusal to make discovery.³ He currently remains suspended. During his suspension, Robinson may not practice before this Court in any capacity, in any case, on behalf of any person, other than in representation of himself. He may not serve as co-counsel. The Court records indicate that, prior to being suspended, Robinson collected fees from the Debtors. The records also appear to indicate that, due to his suspension, Robinson could not have rendered some or all the services for which he collected his fees. However, as of November 26, 2014—the date when the Show Cause Orders began issuing—there had been no representation that Robinson had returned any of the fees.

2. The November 26, 2014 First Show Cause Order

On November 26, 2014, in the first-listed six of the eight Cases (the “First Six Cases”), the Court entered an Order Directing (I) James Robinson to Show Cause as to Why His Fees Should Not Be Disgorged Under § 329(b), and (II) the Trustee to Provide Information Related to Fees (the “First Show Cause Order”). In each of the First Six Cases, the records appear to show that Robinson collected fees prior to his suspension, but that the cases were filed only after his suspension. Briggs filed the cases and represented the Debtors, instead of Robinson. However, Briggs could not “earn” Robinson’s collected fees for him,

³ In *In re Steward*, the debtor—a former client of Robinson and Critique Services L.L.C.—filed a motion to disgorge attorney’s fees. Robinson and Critique Services L.L.C., along with their untoward attorney, Elbert Walton, responded the discovery requests in that contested matter by launching a campaign of contempt, false statements, vexatious litigation, and abuse of process, to avoid making discovery. As a result of months of refusal to comply with the discovery process, Mr. Robinson and Mr. Walton ultimately were suspended, and Mr. Robinson, Mr. Walton and Critique Services L.L.C., were monetarily sanctioned.

regardless of Robinson's contention that, despite his suspension, the "clients were serviced"⁴ in a competent manner." Attorneys are not fungible, and a non-suspended attorney cannot earn a suspended attorney's fees for him. In addition, Robinson's recently made assertion that his fees were only for "preparation services" is dubious. Robinson is not a non-lawyer bankruptcy petition preparer; until his suspension, he was a lawyer who was retained to represent clients *in bankruptcy cases*.

Accordingly, in the First Show Cause Order, the Court ordered Robinson to show cause why any unearned fees he held should not be ordered disgorged pursuant to § 329(b) of title 11 of the United States Code (the "Bankruptcy Code"⁵), the statute that permits disgorgement of a debtor's attorney's fees that are excessive. It also ordered the Trustees to address certain issues related to the fees, including: to whom, specifically, the fees were paid; where the fees were held following payment; where the fees are held today; and whether any of those fees have been disbursed to Robinson, to any attorney affiliated or otherwise associated with (formally or informally) Critique Services L.L.C. or any permutation of Critique Services L.L.C., to any employee, officer, or owner of Critique Services L.L.C., or to any other person. The Court also advised that, while it would welcome Robinson voluntarily providing to the Trustees any portion of any fees in any Case that were paid to him but which he did not earn, Robinson returning the fees at this point would not make the show cause inquiry moot. Returning the fees now would not resolve whether there was impropriety in failing to timely return the fees.

3. The December 2, 2014 Second Show Cause Order

On December 2, 2014, the Court entered an Additional Order (the "Second Show Cause Order"), adding two more cases (the "Additional Two Cases") to the show cause inquiry. In the Second Show Cause Order, Robinson

⁴ Presumably, Robinson meant "served," not "serviced."

⁵ Hereinafter, any reference to "section[s]" or "§[§]" refers to the indicated section(s) of the Bankruptcy Code, unless otherwise indicated.

again was directed to show cause as to why the fees that he collected prior to his suspension should not be ordered disgorged. In the Additional Two Cases—unlike in the First Six Cases—Robinson had filed the cases before his suspension. However, the records appear to indicate that Robinson failed to render all legal services required in those cases prior to his suspension. For example, the dockets show that the § 341 meetings of creditors were conducted on June 17, 2014—after Robinson’s suspension. Robinson could not have (lawfully) represented his clients at those statutorily required meetings.⁶ The Second Show Cause Order directives were similar to the directives in the First Show Cause Order.

4. The December 3, 2014 Letter of the Trustees Requesting Documents and Information

On December 3, 2014, the Trustees sent a letter (the “December 3 Letter”) addressed to: (i) Briggs at his post office address; (ii) Critique Legal Services at its Washington Avenue address; (iii) the attention of Briggs at the Washington Avenue address of Critique Legal Services; (iv) the attention of the unnamed managing agent of Critique Legal Services at the Washington Avenue address of Critique Legal Services; and (v) the attention of Robinson at the Washington Avenue address of Critique Legal Services. In the December 3 Letter, the Trustees asked that the recipients “provide all of the information together with all supporting and verifying documentation responsive to each of the questions addressed” in the First Show Cause Order.

5. The December 6, 2014 Return of Robinson’s Fees

Shortly after the issuance of the first two Show Cause Orders, Briggs filed amended schedules in certain of the Cases, representing that, on December 6, 2014, Robinson returned the fees to the Debtors. He also filed amended schedules for those Debtors, claiming an exemption in the fees. That is, right

⁶ The Court also notes that, according to its records, the Debtors in the Additional Two Cases had no (non-suspended) counsel on the date of their § 341 meetings. Briggs did not first appear for those debtors until more than a month later.

after the First and Second Show Cause Orders were entered, Robinson suddenly returned all the fees he had collected and been holding for months.

It is unexplained why Briggs made no attempt over the six months following his retention by the Debtors to advocate before this Court for his clients' interests in the fees. It is also unexplained on what authority the fees were returned to the Debtors. Robinson had no authority to transfer those fees in "settlement and compromise" of any claims, as Robinson now asserts was the purpose of the December 6, 2014 transfers of the fees. Unearned fees are property of the estate, and property of the estate cannot be transferred without Court authority.

6. The December 8, 2014 Responses of Briggs and Robinson to the December 3 Letter

On December 8, 2014, Briggs sent the Trustees a letter advising that he had no requested documents or information. He offered no explanation as to why, as the Debtors' counsel, he could not have accessed documents and information about fees that his own clients paid in connection with the Cases in which he represents them. He made no suggestion that he would attempt to obtain the documents and information about his own clients and their interests.

Similarly, Robinson responded with a letter (together with Briggs's letter, the "December 8 Letters") that was essentially non-responsive. He stated that he had recently returned the fees to the Debtors—a fact, which if true, had nothing to do with the vast majority of the requested documents and information. It did not address how Robinson came into possession of the fees, to what degree the fees might have been earned prior to his suspension, where the fees had been held for the past six months, and why the fees had not been timely returned to the degree they were not earned.

Critique Legal Services did not respond to the December 3 Letter.

7. The December 10 Third Show Cause Order

On December 10, 2014, the Court issued a third show cause order (the "Third Show Cause Order"). In the Third Show Cause Order, the Court advised that it was concerned that this forum and these Cases were used as vehicles by

Robinson to improperly retain property of the estate. It appeared that Robinson had kept unearned fees for months—assuming the Court would not notice and the Trustees would not care⁷—and did not return the fees until faced with a show cause order. In addition, the Court expressed concern that Robinson violated the rules of professional conduct by failing to timely return unearned fees. The Court cannot permit this forum to openly host such behavior. The Court required an accounting of where the fees have been since Robinson’s suspension and why they were not returned sooner. The Court also gave notice that it was considering imposing sanctions against Robinson.

8. The December 10, 2014 Motion to Disqualify filed by Robinson

On December 10, 2014, Robinson filed a Motion to Disqualify the Judge. On December 11, 2014, he filed an Amended Motion to Disqualify. Briggs did not file a motion to disqualify the Judge and did not join in Robinson’s request.

Robinson’s request for disqualification was an untimely re-hash of the numerous and various unmeritorious motions to disqualify that Robinson had filed in *In re Steward* and its adversary proceeding, *Steward v. Critique Services L.L.C., et al.* (Case No. 13-4284)(together, the “*Steward* Litigation”). In several orders in the *Steward* Litigation, the Court had already addressed why disqualification (on the same grounds as asserted here) was not proper. On December 11, 2014, the Court entered a short order denying the request for disqualification. Attached thereto were copies of orders entered in the *Steward* Litigation that addressed the disqualification issue at length.

Briggs appeared to complain at the January 13 hearing that the Court had referred in this matter to “other cases”—presumably, the *Steward* Litigation. However, Briggs and Robinson are not entitled to a fictional reality or judicial amnesia. The Court is not required to pretend that the *Steward* Litigation did not occur. This is especially true since (i) Robinson’s suspension during the course of the *Steward* Litigation is an integral fact related to the Show Cause Orders and

⁷ These Cases are not the only cases in which Robinson may have kept unearned fees following his suspension. The Cases are a sampling.

the Motion to Compel Turnover, and (ii) Robinson brought the *Steward* Litigation references upon himself by re-asserting the same grounds for disqualification here that were rejected as a basis for disqualification in the *Steward* Litigation.

9. The December 12, 2014 Motion to Compel Turnover

Given that Briggs and Robinson had made it clear that they would not cooperate with the Trustees, the Trustees filed the Motion to Compel Turnover.

10. The December 13, 2014 Response of Briggs to the Motion to Compel Turnover.

On December 13, 2014, Briggs filed a Response to the Motion to Compel Turnover, stating that he is not in possession of the requested documents and information. He also insisted that his representation of the Debtors was done on an “emergency” basis, blaming the “emergency” on the Court, the United States Trustee (the “UST”), and an unnamed law firm.⁸

It is not clear how this alleged “emergency” basis for retention is relevant to Briggs’s objection to the Motion to Compel Turnover. But, to any degree, Briggs’s self-serving self-portraiture as an attorney selflessly providing urgent pro bono services is patent nonsense, as the facts surrounding his retention show.⁹

⁸ Briggs claims that the “emergency” was created because “neither the Bankruptcy Court, the [UST], nor any other law firm had made provision for the protection of the legal rights of Robinson’s former clients after his suspension.” This contention has no basis in law or reality. Robinson’s contempt and abuse of process, and his refusal to prepare for the foreseeable sanctions, resulted in his clients being left without counsel.

⁹ There was no “emergency” requiring Briggs’s services. First, the consequences of Robinson’s suspension were entirely avoidable and within Robinson’s control. Robinson had known for weeks, if not months, that he was in jeopardy of being suspended, and did nothing to avoid the suspension or protect his clients upon his suspension. Second, Briggs did not act altruistically in representing Robinson’s former clients. Shortly after Robinson’s suspension, Briggs began filing Notices of Appearance and Attorney Compensation Disclosures pursuant to Federal Rule of Bankruptcy Procedure (“Rule”) 2016(b) in pending cases of Robinson’s clients. In those papers, Briggs represented that he would serve as “co-counsel” with Robinson (despite the fact that Robinson was not capable of serving as co-counsel due to his suspension) and that he would provide his services on a fee-sharing basis. The Court issued orders striking the Notices of Appearance and the Rule 2016(b). The reason that Briggs is now representing

11. The January 2, 2015 Response of Robinson to the Show Cause Orders and the Motion to Compel Turnover.

On January 2, 2015, Robinson filed a response in which he “responds, objects and moves to [d]ismiss” the Show Cause Orders and the Motion to Compel. His response contained numerous blatantly false allegations, misstatements of law, and baseless proclamations. In addition, his response contained a second request for disqualification of the Judge—this time based on 28 U.S.C. § 144, a statute that does not apply to bankruptcy judges. Robinson also sought dismissal for a lack of subject matter jurisdiction and insisted that he does not “consent” to jurisdiction. On January 9, 2015, the Court entered an order determining the false allegations to be false, denying the request for second disqualification, and denying the request for dismissal.

12. The January 12, 2015 Second Motion to Dismiss filed by Robinson

On January 12, 2015—just before the close of Court on the day before the 10:00 A.M. hearing on the Motion to Compel Turnover—Robinson filed a second motion to dismiss. In this last-minute effort to stall the next day’s hearing, Robinson insisted, again, that the Court was deprived of subject matter jurisdiction because he had returned the fees. The Court has considerable experience from the *Steward* Litigation with Robinson’s penchant for eleventh-hour pleadings filed in an effort to create delay. Later that day, the Court entered an order disposing of the second motion to dismiss.

the Debtors free-of-charge is not due to any charitable initiative on his part. It is because the Court entered orders determining that Briggs was deemed to have agreed to serve as sole counsel on a pro bono basis, and directing Briggs to file Rule 2016(b) statements to that effect (which he ultimately did).

B. The January 13, 2015 Hearing on the Motion to Compel Turnover

At the January 13, 2015 hearing on the Motion to Compel Turnover, each of the Trustees appeared, either in person (each is also an attorney) or through counsel. Trustee David Sosne was selected by the Trustees to helm their oral presentation. Trustee Rebecca Case and Trustee Seth Albin also made brief comments. Also appearing were an attorney from the UST,¹⁰ Ross Briggs (representing himself), and Robinson (representing himself).

Briggs's Oral Argument. In explaining his refusal to provide any documents and information in response to the December 3 Letter, Briggs claimed that the December 3 Letter was addressed to him in the capacity as the "managing agent" of "Critique Legal Services." However, that is not true. In the December 3 Letter, Briggs is identified separately from the unnamed "managing agent." Briggs was not requested to provide documents as a managing agent of "Critique Legal Services."

In opposing the Motion to Compel Turnover, Briggs claimed professional impotence. According to Briggs, he is not an agent of Critique Legal Services L.L.C. or in the "inner sanctum" of power, and thus has no influence or access that would allow him to obtain the requested materials.

As a preliminary matter, the Court notes that Briggs's contention of significant distance between himself and "Critique" (whether that would refer to Critique Legal Services L.L.C., Critique Services L.L.C. or any person doing business as "Critique Services") lacks candor. Briggs had a well-established affiliation with Critique Legal Services L.L.C. (in fact, "Critique Legal Services" was, at one point, his d/b/a), and maintains a working relationship with Critique Services L.L.C. to this day:

- Briggs previously worked for Critique Legal Services L.L.C., on-and-off for several years. *Briggs v. LaBarge (In re Phillips)*, 433 F.3d 1068, 1070 n.1 (8th Cir. 2006) ("Briggs first worked full-time for Critique from August 2001 through December 2002. After December 2002, Briggs began working at a

¹⁰ The UST orally expressed support for the Motion to Compel Turnover.

different office, but co-counseled with Critique attorneys ‘on occasion.’ He returned full-time to Critique in November 2003, but only for five or six weeks, departing in mid-December 2003”).

- Briggs was sued by the UST in *Rendlen v. Briggs* (Case No. 03-4003) on claims relating to sub-standard and improper business and legal practices.¹¹ In that adversary proceeding, Briggs was named as a “dba” of Critique Legal Services, and Diltz was his co-defendant. The matter eventually settled with Briggs agreeing to a suspension, a limitation on his practice, attendance at legal ethics training, and the payment of a fine.
- Briggs currently employs former Critique Legal Services, L.L.C. staff.
- On October 31, 2013, Briggs returned \$199.00 in unearned fees (that had been held for some time) to the *In re Steward* debtor, who had paid for legal services at the office of Critique Services L.L.C. (See *In re Steward* (Case No. 11-46399, Doc. No. 99)).
- On December 9, 2013, the *Steward* debtor sued Briggs in *Steward v. Critique Services L.L.C., et al.*, on claims related to sub-standard and improper business and legal practices. Briggs’s co-defendants were Critique Services L.L.C., Diltz, Robinson, and other non-attorney persons associated with Critique Services L.L.C. The matter eventually settled with the defendants agreeing to pay to the debtor \$30,000.00.
- Briggs regularly represents Critique Services L.L.C. “clients” at § 341 meetings conducted by the Trustees—a fact pointed out at the hearing by the Trustees and which Briggs did not dispute.
- In the instant Cases, Briggs did nothing to advocate for his own clients related to the fees they paid to Robinson. Briggs did not seek an accounting of the fees to determine to what degree they were not earned. He did not file a motion for disgorgement under § 329(b). He simply let Robinson keep the fees, unchallenged, for six months—appearing to

¹¹ The adversary proceeding was filed by UST Joel Pelofsky. Sometime after Briggs settled with the UST, the Judge was substituted as the name-plaintiff upon his appointment as the UST.

choose Robinson and Critique Services L.L.C.'s interests over the interests of his clients.

- Shortly after Robinson's suspension last June, Briggs worked hand-in-glove with Robinson to take over the representation of many of Robinson's clients. In doing so, Briggs filed notices of appearance in which he attempted to aid Robinson in end-running his suspension by representing that he and Robinson would serve together as "co-counsel," and he filed Rule 2016(b) disclosures in which he represented that he would fee-share with Robinson.

Second—and more importantly for purposes of the Motion to Compel Turnover—Briggs's "sanctum" status is not determinative of the Motion to Compel Turnover.¹² Even if Briggs is outside the "power-center," he still can be compelled in his capacity as the Debtors' attorney to obtain and turn over the documents and information. The requested documents and information concern property of the estates of Briggs's clients. As Trustee Sosne observed at the hearing: "[Briggs] is the attorney for the debtors. He has a responsibility to the debtors and to the Court dealing with what fees were paid." Briggs is not a lawyer-eunuch merely because he may not currently be a formal employee or agent of Critique Legal Services L.L.C. or Critique Services L.L.C. To comply with a turn over directive, Briggs can politely ask any Critique entity or Robinson for the information and documents; he can insist firmly; he can serve a subpoena; he can file a motion asking the Court to direct a person to respond. Briggs does not need "sanctum" access; he only needs to lawyer for his clients.

Robinson's Oral Argument. As flaccid and ineffectual as Briggs's oral presentation was, it was a shining example of deft lawyering compared to the sophomoric charade conducted by Robinson. Robinson began his appearance by advising that he would read into the record his "opening statement." He then passed out printed copies of his "statement"—as if the others in the courtroom

¹² If the exact nature of Briggs's relationship with Critique Services, Diltz, or Robinson later becomes a material disputed issue of fact, the Court will hold a full evidentiary hearing on the issue.

needed a visual aid to fully grasp the coming recondite exegesis. He also advised that that he would file his “statement,” as if the “statement” were a responsive pleading.¹³

Before Robinson began reading his “statement” into the record, the Court reminded him that the issues raised by the Motion to Compel Turnover were narrow and that his “statement” should address only those issues. The hearing was one on the Motion to Compel Turnover; it was not a hearing on the Show Cause Orders. Robinson, however, proved either incapable or unwilling to deviate from his script, much of which fell well-outside the issues raised by the Motion to Compel Turnover. The Court advised Mr. Robinson that he was “stuck in a loop”—an off-point loop of distraction.

Perhaps not surprisingly, Robinson’s “opening statement” turned out not to be an opening statement at all, but was a closing argument. And during this “statement” presentation, Robinson did the following:

- He argued with the Court.
- He re-hashed already-decided issues.
- He misstated the law and procedure.
- He insisted that he did not “consent” to subject matter jurisdiction.
- He baselessly insisted that the Show Cause Orders are unlawful and void.
- He baselessly insisted that the Motion to Compel Turnover was moot and that there was no case in controversy.
- He uncleverly mischaracterized or misrepresented comments from the bench and language from Court orders.
- He falsely claimed that the Trustees had not stated what they want turned over, when, in fact, they had clearly stated what they want turned over.
- He falsely claimed that the Court directed the Trustees to “collect” Robinson’s fees (to the contrary, the Court stated in the First Show Cause Order that, if Robinson chose to return the fees now, he should remit them

¹³ It was neither necessary nor proper for Mr. Robinson to file his “opening statement.” It is not a pleading or a responsive document.

- to the Trustees; this was not a directive to the Trustees to undertake the process of “collecting” the fees or seeking turnover of the fees).
- He falsely stated that, in the Third Show Cause Order, the Court made the factual determination that Robinson had failed to earn the fees (to the contrary, the Court stated that, in light of Robinson’s sudden return of the fees, “it *appears* that Mr. Robinson knowingly held, for many months, unearned fees that were property of the estate, and returned those fees only in the face of the Order to Show Cause” (emphasis added); Robinson’s real complaint seems to be that he does not like how things appear—a situation that he could have avoided by not acting in a manner to create the appearance).
 - He baselessly alleged that he was being denied due process.
 - He baselessly alleged that he is being denied equal protection.¹⁴
 - He falsely accused the Trustees of “bootstrapping.”
 - He falsely accused the Court of holding a “quasi-contempt” proceeding.
 - He falsely accused the Court of conducting a “disguised” hearing.
 - He falsely accused the Court of conducting a “tainted” proceeding.
 - He falsely accused the Court of “coercing” him.
 - He falsely accused the Court of denying him a hearing under § 329(b).
 - He falsely accused the Court of “encouraging” and “instructing” him to assert his Fifth Amendment rights (Robinson appeared to be alluding to the fact that the Court noted in its Show Cause Orders that the Court was not directing Robinson to respond in violation of his Fifth Amendment rights—an appropriate statement, given that the Court was concerned about financial impropriety).

¹⁴ Robinson did spare the Court a revisiting the baseless accusation he made in his January 2 written response, in which he claimed that the Court racially discriminated against him by issuing the Show Cause Order. Of course, shamelessly lying may be easier to do in a pleading, since the written format affords protection from being immediately held to account.

- He claimed that he is in fear of being criminally sanctioned—despite the fact that the Show Cause Orders did not commence criminal contempt proceedings and the Court never mentioned criminal contempt.
- He ended his “statement” by demanding—in what is certainly a first before this Court—that the Court refer the matter to the U.S. District Court for this District (the “U.S. District Court”) for initiation of disciplinary proceeding *against him* under Rule V of the U.S. District Court’s Rules of Disciplinary Enforcement (each such rule, an “E.D.Mo. R.D.E.”).¹⁵

In summary, Robinson’s “statement” was a rambling, argumentative screed of accusations, arrogance, incoherence, and irrelevancies.

Then, from this inauspicious start, Robinson chose to make things worse. During the hearing:

- He repeatedly took a belligerent tone with the Court.
- He shouted at, argued with, and interrupted the Court.
- He demanded that the Court answer his questions and respond to his incorrect premises and arguments.
- He falsely claimed that he had responded to everything that the Trustees asked of him when, in reality, he had responded to almost nothing that the Trustees had asked of him.

¹⁵ Robinson is already the subject of a disciplinary proceeding before the U.S. District Court (E.D. Mo. Dist. Ct. Case No. 14-MC-354) as a result of his suspension. It is unclear why Robinson now wants *another* disciplinary referral. Moreover, Robinson requests a referral under E.D.Mo R.D.E. V, which provides for a specific type of disciplinary proceeding involving the appointment of special counsel for investigation and prosecution. This aside, the Motion to Compel Turnover is not a disciplinary matter. It appears that what Robinson really wants is simply to get this matter away from this Court. However, as the Court explained in its January 12 order, there is no authority for this Court to “refer” the Motion to Compel Turnover or the Show Cause Orders to the U.S. District Court. Referral of bankruptcy matters is a one-way street. The U.S. District Court refers matters to this Court; this Court does not “refer” matters to the U.S. District Court or dictate to the U.S. District Court what matters it must determine.

- He falsely stated that in a June 25, 2014 order, the Court determined that Robinson had “owed fees” that were “unlawfully held,” and directed Briggs remit those fees to the Court.¹⁶
- He falsely claimed that the Court had limited the scope of the Show Cause Orders to an inquiry under § 329(b).¹⁷
- When asked what kind of entity is “Critique Services” (Robinson’s own purported d/b/a), he laughably responded that he couldn’t answer that because that is “a legal question”—despite the fact that *he is a lawyer* (someone who is supposed to be qualified to answer “legal questions”).
- He claimed, without credibility, that he was unaware of what the Trustees wanted.
- He made the utterly un reassuring claim that he would proceed in good faith “as I’ve always done.”
- He proclaimed, erroneously, that Missouri Supreme Court Rule of Professional Conduct (“Mo. Prof. R.”) 4-1.6 prevents him from disclosing

¹⁶ Robinson’s claim is simply fiction. On June 25, 2014, the Court entered an order in a series of cases (a copy of which also was entered in *In re Steward*), in which the Court addressed misleading representations made by Briggs in his efforts to represent Robinson’s clients following Robinson’s suspension. The June 25, 2015 order included the directive that:

before the Case is closed, Mr. Briggs file an affidavit attesting to the amount of fees returned by Mr. Robinson to each Debtor. Such affidavit shall be accompanied by a receipt of returned fees, signed by the receiving Debtor and reflecting the date upon which the fees were received by the Debtor. Nothing herein shall limit or prevent the Court from ordering Mr. Robinson to show cause as to why any portion of the fees that were paid to him by any Debtor were not returned to such Debtor if unearned.

The Court did not find that Robinson’s fees were unearned; it did not find that the fees were being unlawfully held; and it did not direct Briggs to remit the fees. The Court only directed Briggs to file an affidavit regarding any returned fees (a directive with which Briggs did not timely comply), and advised Robinson that he may be held to account for why his fees, ***if unearned***, were not returned.

¹⁷ In the Third Show Cause Order (the “Order Directing (l) James Robinson Show Cause Why the Court Should Not Impose Sanctions Against Him . . .”), the Court gave notice that it was considering sanctions (not merely disgorgement).

fee information,¹⁸ and that the “Supreme Court” has held that the client fee information is subject to attorney-client privilege. He offered no citation to a “Supreme Court” case (either to Missouri Supreme Court or a U.S. Supreme Court case).¹⁹

- He asserted, without credibility, that he has no records related to the fees he collected from the Debtors.²⁰
- He verbally accosted Trustee Albin at the lectern, hijacking the proceeding and demonstrating a complete lack of respect for the Court and counsel.²¹

¹⁸ Mo Prof. R. 4-1.6(a) provides that “[a] lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is permitted by Rule 4.16(b).” In turn, Mo. Prof. R. 4-1.6(b) provides that “[a] lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary . . . to comply with other law or a court order.” Moreover, Comment [3] states that “[t]he principle of client-lawyer confidentiality is given effect by related bodies of law: the attorney-client privilege, the work-product doctrine, and the rule of confidentiality establishing professional ethics.” None of the “related bodies of law” apply here.

¹⁹ Client fee information generally is not protected by attorney-client privilege. *In re Grand Jury Subpoena Served Upon R.I.K.*, 55 F.3d 368, 369 (8th Cir. 1995)(“As we recently stated in *United States v. Sindel*, 53 F.3d 874 (8th Cir. 1995), the rules of confidentiality ordinarily do not apply to client identity and fee information. . . . the federal common law of attorney-client privilege does not bar disclosure of [such] information requested in the grand jury subpoena.”); *Starr Indemn. & Liability Co. v. Continental Cement Co., L.L.C.*, 2012 WL 6012904, at *5 (E.D. Mo. Dec. 3, 2012)(“[O]rdinarily[,] fee arrangements . . . the logistics of the payments involved are not matters to which attorney-client privilege attaches, as they are not deemed to be communicative” (quoting *Comcast of Ill. X LLC v. Multivision Elecs., Inc.*, No. 4:06MC675-DJS, 2007 U.S. Dist. LEXIS 37528, at *3-4, 2007 WL 1527849 (E.D. Mo. Mary 23, 2007)).

²⁰ Robinson offered no affidavit, evidence, or explanation establishing how this could be true. On Robinson’s word alone, the Court is supposed to believe that Robinson’s high-volume practice does business without keeping records of receipts, deposits and transfers. It is not believable that there is no accounting of who pays the fees, the amount of the fees paid, when fees are paid, when fees are earned, where fees are held, and to whom fees are transferred. Even if Robinson does not have immediate access to the requested documents and information because they are not in his possession, **someone** has these records. Robinson is responsible for obtaining his records about his former clients’ fees.

- When the Court cut off Robinson’s histrionic inquisition of Trustee Albin, Robinson committed the lawyering equivalent of ramming the Titanic further into the iceberg, by shouting at the Court, interrupting the Judge, and demanding that the Court respond to his questions.
- He shouted at the Court that it was conducting a “fishing expedition.”
- In an Orwellian coup de grâce, Robinson proclaimed the exact opposite of reality: that he respects the Court.

The Agreement by Briggs and Robinson to Act in Good Faith to Obtain and Turn Over the Requested Documents and Information. By the end of the January 13 hearing, Briggs and Robinson both agreed to act in good faith to obtain and turn over the requested documents and information. However, the Court is concerned that it may be waiting for Godot.

About half-way through the January 15 hearing, Briggs made a one-eighty, and began stating—repeatedly—that he now would be “happy” to respond to the Trustees’ requests in his capacity as the Debtors’ counsel. The Court is skeptical of this new spirit of helpfulness—given Briggs’s weeks of failure to be responsive, his months of disregard of his own clients’ interests in the fees, and his historically cozy relationship with Critique entities. Moreover, Briggs ominously prognosticated he would be not more successful in obtaining the requested documents and information—an odd representation of knowledge from someone who emphatically insists that he is not inside an “inner sanctum.”

²¹ During this ill-conceived stunt, Robinson turned directly to Trustee Albin at the lectern and obnoxiously demanded that Trustee Albin explain to him personally—right then and there—why he was requesting the documents and information. Robinson’s plan appeared to be: blindside and bully Trustee Albin (an almost comically bad idea, given Trustee Albin’s professional experience and courtroom demeanor—neither of which suggests that he would endure such nonsense). For Robinson, that moment could have gone from one of mere foolishness to one of complete embarrassment, had Trustee Albin chosen to set Robinson straight about courtroom procedure or orally moved for sanctions for Robinson’s abusive courtroom conduct. However, Trustee Albin chose not to add to the drama of the Robinson’s sideshow, and simply advised Robinson that he would not be cross-examined. And that was the last Robinson got out of Trustee Albin.

Robinson's representation inspired even less confidence. While he agreed, superficially, to respond to the Trustees' requests, he contended that he was doing so under protest (whatever that might mean). He claimed that he did not know "what more the Trustees want," because (he falsely asserted) he had already responded in full to their requests. And, he agreed to comply in good faith "as he had always done." The glaring problem with this representation is, of course, that Robinson had never acted in good faith to start with. Instead, he responded to the Show Cause Orders and the Motion to Compel by making unfounded allegations and meritless arguments. He returned the fees after the Show Cause Orders were entered, then tried to claim that, by finally returning the fees, he could not be held accountable for his months of failing to do so. He made a baseless accusation of racial discrimination, demonstrating a willingness to stoop to anything to get out of responding. He frequently conducted himself in a bellicose and argumentative manner in the courtroom. He twice made frivolous requests for judicial disqualification. In short, his filings, positions, and conduct wreak of bad faith and desperation. Therefore, a promise from Robinson that he will conduct himself going forward in the same way that he has been conducting himself in the past foreshadows non-compliance and bad faith.

C. The Post-Hearing Affidavits filed by Robinson and Briggs

Before the Court could finalize and enter this Order, Robinson and Briggs each filed a post-hearing affidavits. The Court makes the following observations about those affidavits.

1. The January 20, 2015 Affidavit filed by Robinson.

On January 20, 2015, Robinson filed an affidavit, attesting that he provided the licensing agreement to the Trustees. He also attested that the Debtors' fees were "paid in cash, receipted, and handed over to me." In addition, he attested, "the attorneys fees were not held" and the "attorneys fees were not deposited in any accounts."

If this affidavit is meant to be a response to the Trustees' requests, it is grossly deficient. First, Robinson has almost no credibility, given his established propensity for lying to the Court. Therefore, no issue will be resolved and no

inquiry will be satisfied based on his affidavit alone. Moreover, setting aside Robinson's unsupported attestation that the Debtors paid in cash, the affidavit basically says nothing. For example: *who issued the receipt? If a receipt was given, then there is a paper trail—so where is Robinson's copy of such receipts? Where is the ledger reflecting the receipt of this income? The cash was "handed" to Robinson by whom?* Moreover, Robinson's contention that the fees were not "held" is, on its face, untrue. If he was "handed" the fees, then he also "held" the fees, even if only for a short time. *Where were the fees placed after being "receipted" and "handed over" to Robinson, if he did not place them into any type of account? And how long were they held there?* And, Robinson attests that, the fees were spent before the Debtors' Cases were even filed. There is no attestation that the fees had been earned in part or in total at the time they were spent—and, again, Robinson admits that the fees were spent before the Cases were even filed (that is, before all services were rendered). In short, Robinson's affidavit is not a full, good faith response to the Trustees' requests and appears to raise more issues as to whether the fees were held and transferred properly.

2. The January 20, 2015 Affidavit Filed by Briggs.

On January 20, 2015, Briggs filed an affidavit in the Case of *In re Reed* (Case No. 14-44818) (it not clear why the affidavit was not filed in each of the Cases). In the affidavit, Briggs attests that, since the January 13 hearing, he had undertaken to contact the Debtors and has been able to contact many of them. He attests that certain Debtors have provided copies of their receipts from Robinson and their retainer agreements. He attests that several of the Debtors have executed, or will execute soon, affidavits in which they attest to "their personal knowledge regarding to whom they paid fees in retaining Attorney James Robinson as their bankruptcy counsel, and where such fees were held and disbursed after remittance." Such affidavits may be a start to responding to the Trustees' requests. However, the personal knowledge of the Debtors will not be sufficient to respond in full, since the Trustees have requested information and documents that is beyond the scope of the Debtors' personal knowledge.

Briggs also spends most of the second page of the two-page affidavit attesting to his own personal ignorance. He attests that he knows nothing regarding the receipt of the fees, the holding of the fees, the deposit of the fees, or the disbursement of the fees. He attests that he has no “knowledge, access or control concerning any check, ledger, bank account or account statement of Mr. Robinson or Critique Services as it relates to these [D]ebtors or as requested by this Court. . . . My communications with Mr. Robinson concerning the above [D]ebtors have been limited to assisting in the completion [sic] legal representation of the [D]ebtors . . .” This insistence of ignorance does not establish that Briggs has responded in full and in good faith to the Trustees’ requests. Why Briggs has not inquired of Robinson or Critique Services L.L.C. about the fees Robinson received from Briggs’ clients in these Cases is not stated. Briggs seems to have no curiosity on the part of his clients or as an officer of this Court about where his clients’ fees were held by the suspended Robinson for six months, and why they were returned only in the face of the Show Cause Orders. He appears to have chosen to be ignorant of facts related to his clients’ Cases. He claims that his communications “have been limited to assisting in the completion” of the legal representation of the Debtors—failing to recognize that this instant matter involves the legal representation of his clients. The Cases cannot be closed until the issues related to the fees are resolved.

Regardless of his alleged current state of ignorance, Briggs must make a good faith effort to obtain those requested documents and information from any third party that may have such. To do so, he may have to inquire of Robinson; he may have to inquire of Critique Services L.L.C. Briggs may not stand on his claims of personal ignorance, without any effort to obtain and turn over those documents and information from whoever may have them.

III. LAW AND ANALYSIS

A. Subject Matter Jurisdiction

The Court has subject matter jurisdiction over the issues raised in the Motion to Compel Turnover, which include those raised pursuant to § 329(b), Rule 2017(a), and § 542(e), and over the issue of whether relief under § 105(a) is

proper. Robinson insists that he does not “consent” to subject matter jurisdiction. However, subject matter jurisdiction is not contingent on his consent.

B. Personal Jurisdiction

Briggs did not assert a lack of personal jurisdiction. He is counsel of record in six of the eight Cases. He has consented to personal jurisdiction or waived any objection based on a lack of personal jurisdiction. Moreover, even if he did not consent to, or waive any objection based on a lack of, personal jurisdiction, the Court has personal jurisdiction over Briggs.

Robinson did not assert a lack of personal jurisdiction. On page 2 of his response, Robinson vaguely alleged a lack of “jurisdiction.” On page 3 of his response, he claimed that the Court lacks subject matter jurisdiction—but made no reference to personal jurisdiction. In his “opening statement,” Robinson alleged that the Court lacks subject matter jurisdiction, without any reference to personal jurisdiction. As such, Robinson has consented to personal jurisdiction or has waived any objection based on a lack of personal jurisdiction. Moreover, even if he did not consent to, or waive any objection based on a lack of, personal jurisdiction, the Court has personal jurisdiction over Robinson.

The Court has personal jurisdiction over Critique Legal Services L.L.C., to the degree that such entity exists. Critique Legal Services L.L.C. was a limited liability company formed and registered with the Secretary of State for Missouri, was located in St. Louis, did business here, and had substantial contacts with this District.

The Court has personal jurisdiction over Critique Services L.L.C. Critique Services L.L.C. is a limited liability company formed and registered with the Secretary of State for Missouri, is located in this District, does business in this District, has substantial contacts in this District, and is the firm with which Robinson is affiliated.

C. Rule 7034 Not Applicable

An introductory remark from the bench characterized the hearing as one about a “discovery problem.” It perhaps would have been more precise to characterize the proceeding as one about a “turnover request problem.”

Although a contested turnover request can be similar to a contested production request, in the sense that both usually involve the refusal to make available requested information, there is not formal discovery dispute before the Court in these matters. “Discovery”—as that term of art is used in the Rules—generally applies in two circumstances in bankruptcy cases: in an adversary proceeding and in a contested matter. Neither exist here.²² The off-the-cuff use of the term “discovery” does not invoke a formal discovery procedure. And, the Trustees do not rely upon or seek relief under Rule 7034—the Rule that permits production as part of the discovery process. The Court makes this observation that the parties are not engaged in a formal discovery process because, in his Response, Robinson appears to treat the Show Cause Orders’ directives as requests for production made in the discovery process (he “objected” to the Court’s directives, as if they were discovery requests from a party).

D. Section 329(b)

The first authority on which the Trustees rely is § 329(b). Section 329(b) provides that, “if [compensation paid or agreed to be paid to an attorney representing a debtor in connection with a bankruptcy case] 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—(1) the estate, if the property transferred—(A) would have been property of the estate . . .” Section § 329(b) empowers the Court to order disgorgement of fees to the degree that they are excessive—and unearned fees are, by definition, excessive because no services were rendered for them.

Although § 329(b) does not specifically address how a party seeking documents and information related to the fees may obtain such, § 105(a) provides a mechanism. Section 105(a) provides that:

²² The Show Cause Orders did not initiate an adversary proceeding under Rule 7001 or a contested matter under Rule 9014(a). In addition, production of documents may be compelled in connection with an examination under Rule 2004(c), but no Rule 2004 examination has been initiated.

[t]he court may issue any order . . . that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

Section 105(a) gives the Court authority to direct turnover if such turnover is necessary or appropriate to carry out provisions of § 329(b).

E. Rule 2017(a)

Another authority on which the Trustees rely is Rule 2017(a). This Rule, subtitled “Payment or Transfer to Attorney Before Order for Relief,” provides that

[o]n motion by any party in interest or on the court's own initiative, the court after notice and a hearing may determine whether any payment of money or any transfer of property by the debtor, made directly or indirectly and in contemplation of the filing of a petition under the [Bankruptcy] Code by or against the debtor or before entry of the order for relief in an involuntary case, to an attorney for services rendered or to be rendered is excessive.

This Rule complements the statutory authority given to the Court in § 329(b).

F. Section 542(e).

In addition, the Trustees rely on § 542(e). Section 542(a) provides that “[s]ubject to any applicable privilege, after notice and a hearing, the court may order an attorney, accountant, or other person that holds recorded information, including books, documents, records, and papers, relating to the debtor’s property or financial affairs, to turn over or disclose such recorded information to the trustee.” Therefore, pursuant to § 542(e), the Court may order *any* person to turn over the Trustees’ requested documents and information related to the Debtors’ property (including any unearned fees), as well as documents and information related to the Debtors’ financial affairs in general, regardless of whether such documents and information relate to the Debtors’ property.

III. ANALYSIS

A. A Turnover Directive to Critique Legal Services L.L.C. Is Proper

Critique Legal Services L.L.C. did not object or in any way respond to the Motion to Compel Turnover. The Court **HOLDS** that, based on the facts herein,

and pursuant to § 329(b), Rule 2017, § 542(e), and § 105(a), it is proper to order that Critique Legal Services L.L.C. turn over all documents and information, as set forth in the turnover directive below.

B. A Turnover Directive to Robinson and Briggs Is Proper Based on Consent and Representation of Intent to Comply

At the hearing, Briggs and Robinson agreed to make a good faith effort to obtain the requested documents and information. As such, Briggs and Robinson effectively withdrew their objections to the Motion to Compel Turnover and agreed that such relief is proper, and the Court **HOLDS** that such relief is proper. The Court expects **good faith and full compliance** with this Order without objections, refusals, avoidance, evasion, confusion, hesitation, impotence, incompleteness, tardiness, mistake, misunderstanding, misplacement, displacement, delay, diversion, reports of my-dog-ate-my-homework, or any other time-buying excuse not to perform.

C. A Turnover Directive to Robinson Is Proper Pursuant to § 329(b), Rule 2017, § 542(e), and § 105(a)

Because Robinson oxymoronically agreed to respond in good faith to the Trustee's requests, but claims the is acting under protest, and because he has not yet acted in good faith, the Court is concerned that Robinson may later renege on his stated intent to respond in good faith. Therefore, out of an abundance of caution, the Court **HOLDS** that, based on the facts herein, and pursuant to § 329(b), Rule 2017, § 542(e), and § 105(a), it is proper to order that Robinson to turn over all documents and information, as set forth in the turnover directive below.

D. A Turnover Directive to Briggs Is Proper Pursuant to § 329(b), Rule 2017, § 542(e), and § 105(a)

In light of Briggs's assertion in his affidavit of personal ignorance regarding the requested documents and information, the Court is concerned that Briggs either does not understand what a good faith effort to comply with the turnover requests entails, or that he intends to make no additional efforts to comply. Therefore, out of an abundance of caution, the Court **HOLDS** that, based on the

facts herein, and pursuant to § 329(b), Rule 2017, § 542(e), and § 105(a), it is proper to order that Briggs, in his capacity as counsel for certain of the Debtors, turn over all documents and information, as set forth in the turnover directive below. This directive may require him to seek documents and information from third parties—even if it places him in the (presumably) undesirable position of making inquiries to Robinson and Critique Services L.L.C. If Briggs gets “stonewalled” (as Trustee Sosne termed it at the hearing), then he can file a credible and specific affidavit detailing his efforts.

E. A Turnover Directive to Critique Services L.L.C. Is Proper

In the pleadings and at the hearing, the terms “Critique,” “Critique Legal Services,” “Critique Legal Services L.L.C.,” “Critique Services,” and “Critique Services L.L.C.” were used. Mr. Briggs, however, was notably precise in referring to “Critique Legal Services L.L.C.” when representing that he was not a “managing agent.” He (correctly) pointed out that the December 3 Letter was addressed to “Critique Legal Services,”²³ and advised that Critique Legal Services L.L.C. was dissolved years ago. Trustee Sosne responded to Briggs’s scrupulousness by pointing out that, over the years, there have been many uses of the “Critique” label and name. Since the distinction between Critique Legal Services L.L.C. and Critique Services L.L.C., and the correct identity of the “Critique” entity that the Trustees seek to compel, were issues raised at the hearing, the Court notes that its own records reveal various uses of the “Critique” name by companies, individuals and d/b/a’s over the years:

- In 1999, in the matter of *Pelofsky v. Holmes* (Case No. 99-4065), the UST sued Diltz²⁴ and “Critique Services.” In 2001, in the matter of *Pelofsky v. Holmes* (Case No. 01-4333), the UST sued Diltz again. This second

²³ The Motion to Compel Turnover also named “Critique Legal Services.”

²⁴ In addition to the UST suits brought against Diltz and her Critique entities in this District, the U.S Bankruptcy Court across the river in the Southern District of Illinois has barred Diltz “in the broadest possible fashion” from acting “in any capacity in which she might have anything to do with any Bankruptcy Case in this District.” *In re Bonner* (SDIL Case No. 03-31505).

Pelofsky v. Holmes matter was settled by a consent order in which Diltz was listed as “d/b/a Critique Services.” In the consent order, Diltz was ordered to refrain from the unauthorized practice of law and was permanently enjoined from providing bankruptcy petition preparation services unless she was doing so as an employee or general contractor of a duly licensed lawyer.

- On August 9, 2002, Diltz registered Critique Legal Services L.L.C. and Critique Services L.L.C. as limited liability companies.²⁵ Critique Legal Services L.L.C.’s articles of organization show that Diltz was its sole registered agent and organizer, and that its purpose was to “provide attorney representation”—whatever that might mean. Critique Legal Services L.L.C. was dissolved in 2003 (Briggs volunteered this fact at the January 13 hearing). Critique Services L.L.C.’s articles of organization show that Diltz is its sole registered agent and organizer, and that its purpose is “bankruptcy petition preparation service.” Critique Services L.L.C. is not dissolved, continues to operate, and is the company with which Robinson is affiliated.
- In 2003, in the matter of *Rendlen v. Briggs* (Case No. 03-4003),²⁶ the UST again sued Diltz, as d/b/a Critique Services and d/b/a Critique Legal Services. The suit also named as co-defendants Briggs (d/b/a Critique Legal Services) and Critique Legal Services L.L.C. The suit eventually settled in two parts. First, Briggs settled by agreeing to a suspension, a limitation on his practice, attendance at legal ethics training, and the payment of a fine. Separately, Diltz and Critique Legal Services L.L.C. settled by agreeing to a permanent bar on being a bankruptcy petition preparer in this District.

²⁵ Information in this bullet point is publicly available from the Office of the Secretary of State of Missouri, as Briggs pointed out at the January 13 hearing.

²⁶ *Rendlen v. Briggs* was filed by UST Joel Pelofsky. After Briggs settled with the UST, the undersigned Judge was substituted as the name-plaintiff, after the Judge’s appointment as the UST.

- In 2005, in *UST v. Holmes, et al.* (Case No. 05-4254), the UST once again sued Diltz, in her individual capacity, in her capacity as a member of Critique Services L.L.C., and d/b/a Critique Services. Her co-defendants were Critique Services L.L.C. (d/b/a Critique Services) and Renee Mayweather, a non-attorney. And, once again, the UST asserted claims based on impermissible or improper provision of bankruptcy petition preparation services. The suit settled when the defendants agreed to be barred from providing bankruptcy preparation services in this District, to pay reimbursements, and to refrain from the unauthorized practice of law.
- In 2013, in the contested matter of the motion to disgorge filed by the debtor in *In re Steward*, Robinson repeatedly represented that “Critique Services L.L.C.” is his d/b/a—despite an invitation from the Court to explain how a natural person and an artificial legal entity could be one-and-the-same. Attorney Elbert Walton, who represented both Robinson and Critique Services L.L.C. as respondents to the motion to disgorge, offered no explanation on behalf of his clients. In the pending appeal before the U.S. District Court from the suspension order entered in *In re Steward* (USDC Case No. 4:14-CV-1094), Critique Services L.L.C.—represented by attorney Laurence Mass—now contends that Robinson and Critique Services L.L.C. are not the same entity.
- In 2014, the UST filed motions against Diltz, Robinson and Critique Services L.L.C. for disgorgement and the issuance of orders to show cause, in the matters of *In re Williams* (Case No. 14-44204), *In re Ericks* (Case No. 14-44248), *In re Pierce* (Case No. 14-44982), and *In re Freeman* (Case No. 14-45025). The motions were based on allegations of improper business practices and violations of a previous injunction. In their joint response, the Diltz and Critique Services L.L.C. admitted that Diltz is the sole member and owner of Critique Services L.L.C. After the filing of the response, the judge presiding over those cases entered Orders to Appear and Show Cause against Robinson, Diltz, and Critique Services L.L.C. At a January 20, 2015 hearing, attorney Laurence Mass—counsel

for Diltz and Critique Services L.L.C.—advised that Diltz is the sole employee of Critique Services L.L.C. Discovery currently is ongoing.

Given the distinction between Critique Legal Services L.L.C. and Critique Services L.L.C., and given the history and overlap between and among the Critique entities and affiliated persons, and in light of the fact that Critique Services L.L.C. is the currently operating company with which Robinson is affiliated, the Court **HOLDS** that it is proper under § 105(a) to order that Critique Services L.L.C. turn over all documents and information, as set forth in the turnover directive below.

IV. THE TURNOVER DIRECTIVE

For the reasons set forth herein, the Court **ORDERS** Briggs,²⁷ Robinson, Critique Legal Services, L.L.C., and Critique Services L.L.C., to perform as follows by **January 30, 2015, at 12:00 P.M. (Central)**:

turn over to the Trustees all documents (as that term is typically and broadly defined to include documents and communications in hard copy and/or electronic form) responsive to each of the requests of the Court in the three Show Cause Orders and responsive to the Trustees' request for a full and complete accounting of the payment, handling and/or treatment and uses of funds paid by each Debtor in each of the Cases or by another person on the Debtor's behalf, including, but without limitation to:

1. Engagement letters, contracts and other documents containing or setting forth any fee arrangement and/or terms of representation with any of the Debtors.
2. All checks (both front and back thereof), money orders, receipts, receipt books, ledgers, bank statements and other documents reflecting:
 - a. Any payment of fees or expenses paid by on or behalf of any of the Debtors; and/or
 - b. Any accounts into which any such funds for fees and expenses were deposited.
3. All checks (both front and back thereof), receipts, ledgers, check registers, journals, adjustments, account statements, and other documents reflecting any disbursement, credit or debit adjustment

²⁷ In responding to these directives, Briggs is required to obtain and turn over the documents and information for those Debtors that he represents. Robinson, Critique Legal Services L.L.C., and Critique Services L.L.C. are required to comply with this Order as to all Debtors.

or transfer (attributable and/or traceable to any portion of fees and expenses paid by or on behalf of any of the Debtors) by and between any of the following:

- a. Robinson;
- b. Briggs;
- c. Any business entity, whether incorporated or unincorporated, that uses the word "Critique" in its name;
- d. Any attorney affiliated or otherwise associated (formally or informally) with "Critique Services L.L.C.," "Critique Legal Services L.L.C.," or any other permutation of "Critique," or any employee, officer, owner or manager of "Critique Services L.L.C." or "Critique Legal Services L.L.C.," or any other permutation of "Critique," or to any other person.

This shall include any transfers, disbursement or adjustments of funds from one account of a person or entity to another account of such person or entity, such as, by way of example and not by limitation, a transfer from a trust account to an operating account or a business account to a personal account.

4. All checks (front and back), receipts, bank statements, ledgers and other documents reflecting any refund, accounting, and/or disbursement made or given to the debtor with regard to any fee or expense paid by any of the Debtors (or by anyone on any Debtor's behalf).
5. All contracts and other documents reflecting or identifying any arrangement or agreement between any of the following persons or entities with regard to fee and expense arrangements, and/or performance or allocation of legal or clerical services, and/or payments for any performance or allocation of legal or clerical services, in effect at any time from the date of the first payment of the fee to the present with regard to administration of bankruptcy cases:
 - a. Robinson;
 - b. Briggs;
 - c. Any business entity, whether incorporated or unincorporated, that uses the word "Critique" in its name;
 - d. Any attorney affiliated or otherwise associated with (formally or informally) with "Critique Services L.L.C.," "Critique Legal Services L.L.C." or any other permutation of "Critique," or any employee, officer, owner or manager of "Critique Services L.L.C." or "Critique Legal Services L.L.C.," or any other permutation of "Critique," or to any other person.

6. Licensing agreements, contracts and other documents reflecting any licensing that includes the name "Critique" and refer to or include Robinson as a party.

The Court further **ORDERS** that Briggs and Robinson turn over to the Trustees by **January 30, 2015, at 12:00 P.M. (Central)** any contracts or other documents effecting or otherwise memorializing any agreement between and among Robinson, Briggs, and/or the Debtors in any of the Cases regarding the transfer of the fees from Robinson to such Debtor. The Court previously directed Briggs and Robinson to bring these documents to the January 13 hearing, but they failed to submit these documents.

In addition, the Court **ORDERS** that the Trustees, Robinson, Briggs, Critique Legal Services L.L.C. and Critique Services L.L.C. to appear for a status conference on **February 4, 2015, at 10:00 A.M. (Central)**, so that the Court can be advised of whether turnover was accomplished. The UST is invited to attend. Any Trustee is excused from attending, provided that at least two other Trustees appear and have been authorized to represent the positions of any absent Trustee. This does not limit the number of Trustees that may appear. The Court also **ORDERS** that the hearing on the Show Cause Orders be **RESET** to **February 18, 2015, at 1:00 P.M.**

The Court gives **NOTICE** that it may impose monetary or non-monetary sanctions upon any person who fails to comply with this Order.



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

DATED: January 23, 2015
St. Louis, Missouri
ska

COPIES TO:

Each Debtor in the above-referenced Cases,
at his address as listed in each Case

Critique Services L.L.C.
3919 Washington Ave.
St. Louis, MO 63105

Critique Legal Services L.L.C.
3919 Washington Ave.
St. Louis, MO 63105

Beverly Diltz
3919 Washington Ave.
St. Louis, MO 63105

Laurence Mass
230 S. Bemiston Ave.
Suite 1200
Clayton, MO 63105

Attachment 197

Briggs's January 24, 2015 letter to Robinson and Critique Services L.L.C.

Ross H. Briggs



Attorney at Law

4144 Lindell Blvd. # 202
St. Louis, MO 63108
(Ph.) 314-652-8922
(Fax) 314-652-8202

1/24/15

James Robinson
3919 Washington
St louis MO 63108

Critique Services, LLC
c/o Lawrence Mass, Esq
230 S. Bemiston, suite 1200
Clayton MO 63105

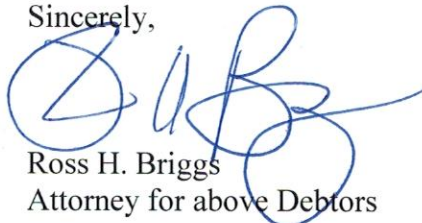
RE: In re Evette Redd, Case Number 14-44818
In Re Pauline Brady, Case Number 14-44909
In Re Lawanda long, Case Number 14-45773
In re Marshall Beard, Case Number 14-43751
In re Jovon Stewart, Case Number 14-43912
In re Angelique Shields, Case number, 14-43914

Dear Gentlemen:

In compliance with the Order Granting Motion To Compel Turnover, dated January 24, 2015, and on behalf of the above referenced Debtors, I hereby request that you produce all documents encompassed within the above Order to the Trustees by January 30, 2015 at 12:00PM (Central) as required by the Order of the Court. .

If you have any questions, I may be reached at 314-852-8293.

Sincerely,



Ross H. Briggs
Attorney for above Debtors

Attachment 198

Mass's Notice of Appearance and Critique Services L.L.C.'s Response
to the Order Compelling Turnover

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

In re:)
)
 Evette Nicole Reed,) Case No. 14-44818-705
)
 Debtor.)
_____)

In re:)
)
 Pauline A. Brady,) Case No. 14-44909-705
)
 Debtor)
_____)

In re:)
)
 Lawanda Lanae Long,) Case No. 14-45773-705
)
 Debtor)
_____)

In re:)
)
 Marshall Beard,) Case No. 14-43751-705
)
 Debtor)
_____)

In re:)
)
 Darrell Moore,) Case No. 14-44434-705
)
 Debtor)
_____)

In re:)
)
 Nina Lynne Logan,) Case No. 14-44329-705
)
 Debtor)
_____)

In re:)
)
 Jovon Neosha Stewart,) Case No. 14-43912-705
)
 Debtor)
_____)

In re:)
)
 Angelique Renee Shields,) Case No. 14-43914-705
)
 Debtor)
_____)

ENTRY OF APPEARANCE

In spite of the fact that Critique Services, LLC was not served with Motions to Disgorge or any other action in the above-captioned eight bankruptcy cases for the above-named debtors, Laurence D. Mass enters his appearance for Critique Services, LLC on the above-captioned Motions to Disgorge.

Critique Legal Services, LLC was dissolved in 2003 as shown in the records of the Secretary of State for the State of Missouri.

Respectfully submitted,

/s/ Laurence D. Mass
Laurence D. Mass #30977
Attorney for Critique Services, LLC
230 So. Bemiston Ave., Suite 1200
Clayton, Missouri 63105
Telephone: (314) 862-3333 ext. 20
Facsimile: (314) 862-0605
Email: laurencedmass@att.net

CERTIFICATE OF SERVICE

By signature above I hereby certify that I electronically filed the foregoing with the Clerk of the United States District 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

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

In re:)
)
) Evette Nicole Reed,) Case No. 14-44818-705
)
) Debtor.)
 _____)

In re:)
)
) Pauline A. Brady,) Case No. 14-44909-705
)
) Debtor)
 _____)

In re:)
)
) Lawanda Lanae Long,) Case No. 14-45773-705
)
) Debtor)
 _____)

In re:)
)
) Marshall Beard,) Case No. 14-43751-705
)
) Debtor)
 _____)

In re:)
)
) Darrell Moore,) Case No. 14-44434-705
)
) Debtor)
 _____)

In re:)
)
) Nina Lynne Logan,) Case No. 14-44329-705
)
) Debtor)
 _____)

In re:)
)
) Jovon Neosha Stewart,) Case No. 14-43912-705
)
) Debtor)
 _____)

In re:)
)
) Angelique Renee Shields,) Case No. 14-43914-705
)
) Debtor)
 _____)

**CRITIQUE SERVICES, LLC'S RESPONSE TO
THE TURNOVER DIRECTIVE DATED JANUARY 23, 2015**

Critique Services, LLC responds to the Turnover Directive issued by the Bankruptcy Court on January 23, 2015 as follows:

1. Critique Services, LLC has no documents that contain or set forth any fee arrangement or terms of representation with any of the debtors named in the caption of these proceedings with any attorney ("above-named debtors").

2. Critique Services, LLC has no checks, money orders, receipts, receipt books, ledgers, bank statements or other documents which reflect the payment of any fees or other expenses by or on behalf of the above-named debtors and has no accounts into which any such funds were deposited.

3. Critique Services, LLC has no checks, receipts, ledgers, check registers, journals, adjustments, account settlements or other documents reflecting any disbursement, credit or debit adjustment attributable to any portion of any fee by or on behalf of any above-named debtors or in conjunction with or with Mr. Robinson, Mr. Briggs, or any business entity. Critique Services, LLC has no records that show any transfer of any funds from any person or entity's trust account to any operating account that reflect any payments by any of the above-named debtors.

4. Critique Services, LLC has no checks, receipts, bank statements, ledgers, or other documents that reflect any refund or accounting or distribution made or given to any above-named debtors with regard to any fee or expense paid by any above-named debtor or on any above-named debtors's behalf.

5. Critique Services, LLC has only one contract that reflects or identifies an arrangement between it and Mr. Robinson from the date of the first payment of a fee by any of

the above-named debtors to the present. It has no such agreement or contract with Mr. Briggs. Unrelated to any matter pertaining to the above-captioned causes to disgorge fees with regard to the above-named eight debtors, in recent months Critique Services, LLC has entered into agreements with attorneys Dean Meriwether and Dedra Brock-Moore. Critique Services, LLC is not producing these agreements. It objects to producing these contracts as not having any reasonable relationship to the proceedings to disgorge fees concerning the eight above-named debtors and as not being calculated to produce any information that may be pertinent to the Motions to Disgorge fees for any of these above-named debtors. Critique Services, LLC has sent a copy of the one contract it has to Trustee Sosne.

6. See answer to No. 5 above. The contract(s) referred to therein contain provisions for use of the name "Critique Services."

Respectfully submitted,

/s/ Laurence D. Mass
Laurence D. Mass #30977
Attorney for Critique Services, LLC
230 So. Bemiston Ave., Suite 1200
Clayton, Missouri 63105
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CERTIFICATE OF SERVICE

By signature above I hereby certify that I electronically filed the foregoing with the Clerk of the United States District 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 199

Order Denying Critique Services L.L.C.'s Motion to Disqualify the Judge (not including the attachments thereto, consisting of numerous previous orders in which the Court addressed the issue of whether the Judge must disqualify simply because the matter involves a person affiliated with the Critique Services Business)

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

In re:	Evette Nicole Reed,	Debtor.	Case No. 14-44818-705
<hr/>			
In re:	Pauline A. Brady,	Debtor.	Case No. 14-44909-705
<hr/>			
In re:	Lawanda Lanae Long,	Debtor.	Case No. 14-45773-705
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In re:	Marshall Beard,	Debtor.	Case No. 14-43751-705
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In re:	Darrell Moore,	Debtor.	Case No. 14-44434-705
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In re:	Nina Lynne Logan,	Debtor.	Case No. 14-44329-705
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In re:	Jovon Neosha Stewart,	Debtor.	Case No. 14-43912-705
<hr/>			
In re:	Angelique Renee Shields,	Debtor.	Case No. 14-43914-705
<hr/>			

ORDER DENYING CRITIQUE SERVICES L.L.C.'S MOTION TO DISQUALIFY

On February 3, 2015, in the above-captioned case of *In re Reed*, Critique Services L.L.C. filed a Motion to Recuse and a Brief in support (together, the "Motion"), demanding the disqualification of the undersigned Judge. The Motion was filed in the afternoon of the day before a conference at which the status of Critique Services L.L.C.'s compliance with a turnover directive would be reported.

The filing of a disqualification motion against this Judge is nothing new for Critique Services L.L.C.; it is Critique Services L.L.C.'s preferred *modus operandi* in the face of an order of this Court, as demonstrated by the multiple disqualification motions filed by Critique Services L.L.C. in the recent matters in *In re Latoya Steward* (Case No. 11-46399)¹ and *Steward v. Critique Services L.L.C., et al.* (Adv. Proc. No. 13-4284). And filing motions on the eve of a court date also is a commonly employed tactic of Critique Services L.L.C., as the record in *In re Steward* shows.

The current Motion is a regurgitation of previous motions to disqualify filed by Critique Services L.L.C. Parts of the Motion appear to be lifted from previously filed motions. The Motion also is similar in theory to the motion to disqualify that was filed in each of the above-captioned matters by Mr. James Robinson, an attorney affiliated with Critique Services L.L.C. (Robinson's motion was denied).

In addition, the Court notes that, the instant Motion, Critique Services L.L.C. made the following false statements:

- Critique Services L.L.C. falsely states that there is a pending motion (at times, motions) to disgorge. There is no such motion. There are Show Cause Orders and a Turnover Order. But there is no motion to disgorge.

¹ In *In re Steward*, the debtor—a former client of Critique Services L.L.C. and Robinson—filed a motion to disgorge attorney's fees under 11 U.S.C. § 329. For months, Critique Services L.L.C. and Robinson contemptuously refused to make legally required discovery related to their business operations. After issuing warnings, written notices, and escalating sanctions, the Court ultimately granted the motion to disgorge, imposed final monetary and non-monetary sanctions against Critique Services L.L.C. and Robinson, and suspended Robinson from the privilege of practicing before the Court.

It appears that Critique Services L.L.C.'s counsel did not bother to read the docket before demanding the Judge's disqualification.


- Critique Services L.L.C. falsely states that the Judge has disqualifying extrajudicial information from his service a decade ago as the United States Trustee (the "UST"). Critique Services L.L.C. made this same baseless allegation in *In re Steward*. However, the Judge did not acquire any information about the above-captioned matters during his tenure as the UST. The above-captioned matters were not even commenced until many years after the Judge resigned as the UST. The fact that the Judge is generally familiar with Critique Services L.L.C. from his service the UST on unrelated matters does not require his disqualification from these unrelated matters.
- Critique Services L.L.C. falsely states that the Judge "acknowledges knowing much about Critique Services L.L.C. that goes beyond any evidence that was in the record that was before him when he entered [the final disposition in the contested matter in *In re Steward*]." However, neither the Court nor the Judge ever made such acknowledgement, and Critique Services L.L.C. points to no event in which such an acknowledgement was made. To the contrary, in *In re Steward*, the Court repeatedly expressed its *lack of knowledge* about Critique Services L.L.C., how it operates, and its relationship with Mr. Robinson.

To any degree, the Court has addressed this same argument so many times before that it has almost lost count. But, once again, the Court will state: the fact that the Judge, as the UST, was the name-plaintiff many years ago in two unrelated lawsuits brought by the Office of the UST against Critique Services L.L.C. is not a ground for disqualification in these matters. Likewise, the fact that, while the Judge served as the UST, the Office of the UST received numerous complaints about Critique Services L.L.C. is not a ground for disqualification in these matters. During his tenure as the UST, the Judge was exposed to no disqualifying extrajudicial information about the matters here. The fact that the Judge served as the name-plaintiff in his capacity of governmental employment

in a suit against Critique Services L.L.C. does not disqualify him from presiding over these unrelated matters. Critique Services L.L.C. is not entitled to a judge who, in his official capacity in governmental service, has never served as a name-plaintiff against it. Critique Services L.L.C. is not entitled virginal judge, untouched by previous experience with Critique Services L.L.C. It is entitled only to a judge who is not required to disqualify under § 455. And Critique Services L.L.C. has alleged no facts show that disqualification is required under any § 455 subsection, including under § 455(b)(3) (the statute that determines when former governmental employment requires disqualification) or § 455(a).

Because Critique Services L.L.C. is not entitled yet-another lengthy opinion addressing this issue, the Court will simply order that the Motion be **DENIED**, and attach copies previous opinions, incorporating by reference the determination of facts and conclusions of law therein related to disqualification.

DATED: February 4, 2015
St. Louis, Missouri 63102
mtc


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

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Attachment 200

Transcript of February 4, 2015 status conference

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

IN RE:	)	Case No. 14-43751
	)	Chapter 7
MARSHALL LOUIS BEARD,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-43912
	)	Chapter 7
JOVON NEOSHA STEWART,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-43914
	)	Chapter 7
ANGELIQUE RENEE SHIELDS,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-44329
	)	Chapter 7
NINA LYNNE LOGAN,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-44434
	)	Chapter 7
DARRELL MOORE AND)	
JOCELYN ANTOINETTE MOORE,)	
)	
Debtors.)	
IN RE:	)	Case No. 14-44818
	)	Chapter 7
EVETTE NICOLE REED,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-44909
	)	Chapter 7
PAULINE A. BRADY,)	
)	
Debtor.)	
IN RE:	)	Case No. 14-45773
	)	Chapter 7
LAWANDA LANAE LONG,	)	Thomas F. Eagleton Courthouse
	)	111 South 10th Street
	)	St. Louis, Missouri 63102
Debtor.)	
	)	February 4, 2015
	)	10:20 A.M.

TRANSCRIPT OF CASE NO. 14-43751: STATUS HEARING.
 TRANSCRIPT OF CASE NO. 14-43912: STATUS HEARING.
 TRANSCRIPT OF CASE NO. 14-43914: STATUS HEARING.
 TRANSCRIPT OF CASE NO. 14-44329: STATUS HEARING.
 TRANSCRIPT OF CASE NO. 14-44334: STATUS HEARING.
 TRANSCRIPT OF CASE NO. 14-44818: STATUS HEARING.
 TRANSCRIPT OF CASE NO. 14-44909: STATUS HEARING.
 TRANSCRIPT OF CASE NO. 14-45773: STATUS HEARING.

BEFORE HONORABLE CHARLES E. RENDLEN, III
 UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

Attorney for Debtors Beard, Stewart, Shields, Reed, Brady, and Long:	ROSS H. BRIGGS, ESQ Post Office Box 58628 St. Louis, Missouri 63158
Trustee for Stewart, Shields, and Long:	Summers Compton Wells LLC By: DAVID A. SOSNE, ESQ. 8909 Ladue Road St. Louis, Missouri 63124
Trustee for Darrel and Jocelyn Moore:	Conwell Law Firm LLC By: KRISTIN J. CONWELL, ESQ. P.O. Box 56550 St. Louis, Missouri 63156
Trustee for Pauline A. Brady:	E. REBECCA CASE, ESQ. 7733 Forsyth Boulevard Suite 500 Saint Louis, Missouri 63105
Trustee for Marshall Beard:	Blackwell and Associates By: BRYAN VOSS, ESQ. P.O. Box 310 O'Fallon, Missouri 63366-0310
Responding for Patrick O'Loughlin, Trustee for Nina Logan:	E. REBECCA CASE, ESQ. 7733 Forsyth Boulevard Suite 500 Saint Louis, Missouri 63105
Trustee for Evette Reed:	Stewart, Mittleman, Heggie & Henry By: SETH A. ALBIN, ESQ. 7710 Carondelet Avenue Suite 405 St. Louis, Missouri 63105

APPEARANCES:
(continued)

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St. Louis, Missouri 63108

For Critique Services, Critique Services, LLC
LLC: By: LAURENCE D. MASS, ESQ.
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For the U.S. Trustee: Office of U.S. Trustee
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transcript produced by transcription service.

1 THE CLERK: Judge, we're on a status hearing for
2 several cases. The first one, which appears on Page 2,
3 Marshall Beard, 14-43751.

4 THE COURT: We'll go ahead and take appearances.

5 MR. SOSNE: You're talking about all the -- all the
6 six cases?

7 MR. BRIGGS: Ross Briggs for debtor, Your Honor.

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

9 MR. MASS: Laurence Mass for Critique Services, LLC.

10 MR. SOSNE: David Sosne, trustee in three of the
11 cases: Long, Stewart, and Shields.

12 MS. CONWELL: Kristin Conwell, trustee in the Darrell
13 Moore case.

14 MR. ALBIN: Seth Albin, Chapter 7 trustee in the
15 Evette Nicole Reed case.

16 MS. CASE: Rebecca Case, Chapter 7 trustee for debtor
17 Pauline Brady.

18 And I'm also responding today on behalf of Tom
19 O'Loughlin, the Chapter 7 trustee for Nina Logan.

20 MR. VOSS: Bryan Voss on behalf of Robert J.
21 Blackwell, the trustee in the Marshall Beard case.

22 THE COURT: And we're here on one, and only one
23 matter today.

24 MR. SOSNE: Right, Judge. David Sosne.

25 This is a status conference that the Court set

1 pursuant to its order entered on January 23rd, 2015 with a
2 hearing that's supposed to go forward on the substance, or on
3 some of the other issues, I believe on the 18th of February.

4 The status conference here is to determine what has
5 been turned over, where we are in connection with this matter.

6 And I think here's what I -- what I think I can
7 report to the Court: We have received, as the Court has seen,
8 I'm sure, some affidavits that have been filed by the -- on
9 behalf -- by the debtors or the debtor's counsel have filed on
10 the -- with the debtor's signature. We've seen some responses.

11 And in terms of actual documents, I've canvassed some
12 of the -- canvassed the trustees. And what we have received is
13 we've received engagement letters that reflect the employment,
14 or that suggest the employment. A contract between Mr.
15 Robinson and Critique Services regarding various tasks and
16 payments for use of space, or use of services.

17 And we've also received some receipts that showed
18 that when the debtors came into the offices of Critique
19 Services, that cash was paid, and then there was a receipt
20 given for the \$300 or so for the -- for the -- for the
21 services.

22 That's all fine. But that's what we have.

23 Now here's what we don't know, and I'm really at a
24 little bit of a loss to explain why I don't know. Because this
25 seems to me so simple, yet becoming so complicated. And let me

1 give by way of example because I do debtor work, too.

2 When a debtor comes to my office, I meet with my
3 client. The lawyer meets with a client. If the -- when the
4 client pays the money, usually by check, occasionally by cash,
5 preferably not by cash, the money then goes into the trust
6 account of the firm. And as we perform the services, the money
7 is drawn down with regard to the services that are performed.
8 The work is done under my supervision, if I'm the attorney
9 who's the attorney of record. And that the people in my
10 office, who are employed by my firm, they either type up the
11 schedules, or they are trained to obtain information under my
12 supervision to comply the necessary documents, et cetera, et
13 cetera, for the Chapter 7. They're all paid by our firm, and
14 we move on.

15 That's how it works. And then when we make
16 disclosure of the fees, we put in the SOFA and in the 2016
17 disclosure what the fees were for the bankruptcy matter that we
18 handled. That's what we do, and that's what debtors do.

19 Now here's the problem: We have no clue of how this
20 is being done in connection with Critique and with Mr.
21 Robinson.

22 So -- now the trustees also, in addition, have
23 experienced, because they've been through 341 meetings, we all
24 have similar experiences. But here's what we do know at this
25 point, or at least what we believe to know. And if I'm wrong,

1 I'm wrong. We know this: The debtors come in to Critique
2 Services based upon the name of Critique Services. They go to
3 the offices of Critique Services. They meet with someone,
4 other than a lawyer. We know the names of the two people that
5 they meet with. It's either a person by the name of Bay
6 (phonetic), I don't know if it's a first or second name, and
7 Charlotte.

8 We know that money is paid almost exclusively in
9 cash. And that there may be a receipt given in for that cash
10 receipt. The money is handed to Bay or Charlotte. We know
11 that.

12 We don't know then what happens to that money, that
13 cash. We don't know whether it's deposited into a bank
14 account. We don't know whether it sits in a drawer or stuffed
15 in a mattress. We have no idea of how that money flows. It
16 should go into a trust account if there's an attorney, but we
17 don't know that.

18 Then we have the -- we understand that the debtors
19 come back in, and they meet with the Bay or -- Bay or
20 Charlotte, or somebody else there. And they meet with them a
21 couple of times over a period of time. And then recently, or
22 in the last -- previously, they had not met with lawyers. Then
23 at -- near the end, they meet briefly with the lawyer. Exactly
24 what goes on there, I don't know. But it's a short time.

25 And then, of course, there's the 341 meeting

1 conducted with either that lawyer showing up, or if there are
2 problems, sometimes there's somebody else that comes in.

3 That's what we know.

4 What we don't know then is, for example, the money
5 should come in. The money should go to the trust -- into the
6 trust account.

7 If the money is not going into the trust account,
8 where is it going? How is Mr. Robinson, who is not there for
9 the initial meetings, how is he being paid? Who's paying
10 Charlotte? Who's paying Bay? Who types up the schedules? Who
11 interacts how? How is this thing done? What does the W-2 say
12 of Charlotte or Bay? Does it say that they're employees of Mr.
13 Robinson or Mr. Meriwether, as for today, or are they employees
14 of Critique Services or are they independent contractors
15 working for themselves? We haven't seen 1099s. We haven't
16 seen W-2s. We don't know who they're working for.

17 And why is that relevant? It's relevant because if I
18 get a fee, I know I have to pay my staff. I have to factor in
19 that in terms of whether that fee is reasonable. So I don't
20 know whether that \$300 is going exclusively to Mr. Robinson, or
21 going to somebody else, or what the various arrangements are.

22 The bottom line is this: We really don't know
23 anything more than what we knew before. And --

24 THE COURT: You mean the affidavit of Mr. Robinson
25 didn't clear everything up?

1 MR. SOSNE: It clearly didn't. So it strikes me that
2 somebody -- the only way to get at this information if -- first
3 of all, I just disclosed to you how my firm does it, and I know
4 every -- every trustee here who does debtor work does it the
5 same way.

6 And, in fact --

7 THE COURT: Isn't that following --

8 MR. SOSNE: That's what's required.

9 THE COURT: -- the procedures and rules --

10 MR. SOSNE: Right.

11 THE COURT: -- that are set by the Office of
12 Disciplinary Counsel?

13 MR. SOSNE: Sure. There was issues of whether you're
14 supposed to -- whether you can put it into your firm's
15 operating account, or whether you put it in a trust account.
16 They want you to put it into the trust account. We've tried to
17 comply with that, not only for the rules but also for our legal
18 malpractice carriers to show -- because what happens if the
19 firm were to blow up and there's funds, and you have to refund,
20 or disgorge? There's all sorts of issues. So it should go
21 into the trust account.

22 So that \$299 should go into a trust account or it be
23 -- have some flow. We don't know who Bay hands the money off
24 to, like in a football game, whether they've given it to Mr.
25 Lynch to run in for a touchdown to win the Super Bowl. Wait,

1 that didn't happen.

2 THE COURT: Oh, you're --

3 (Laughter)

4 MR. SOSNE: But the -- we just don't know, as I said
5 before, is follow the money, follow here it went, who gets
6 paid, how is it done? And the only way to accomplish that
7 based upon where we are now -- and this is something that the
8 trustees really don't think that they should be in a position
9 that they should have to do because it should be disclosed, is
10 somebody would have to do a subpoena to get the W-2s of the
11 people, get the tax returns, get the financial records, who's
12 reporting -- who's reporting this income, who's reporting these
13 expenses, who's employed by whom, who's doing what? Perhaps an
14 inspection of the facility to see how it's laid out, who's
15 officing where, they're all officing in the same place. What's
16 happening? It's not that complicated.

17 Now is it because somebody is fearful that they --
18 that they're violating the order or the agreement that happened
19 in connection with Judge Surratt-States? Are they concerned
20 about the issue of reporting because all of this is in cash?
21 Is there other issues here? Is it that they're concerned
22 about, well, Mr. Robinson didn't finish the -- he did only some
23 of the tasks because he got suspended? And then at least in my
24 cases, Mr. Meriwether showed up at the 341 meeting. I don't
25 know if he got paid. I don't know what happened there.

1 So we've -- I've done a little bit due diligence on
2 my own. So somebody's going to either have to do a physical
3 inspection -- an inspection, take multiple depositions of
4 everybody and find out what did you do, when did you do it, why
5 did you do it, where did it go? And if it's all in cash, why?

6 So -- and then do subpoenas. Well, that's going to
7 cost a fortune. And the trustees have been doing -- have -- so
8 this is where we are -- so that's the status. So if they're
9 required -- if Mr. Robinson is required to show cause, then I
10 think it behooves him to come forward, rather than the trustees
11 to go forward and say, "Okay, you haven't disclosed it. You
12 haven't provided that information." Mr. Briggs, who's debtors'
13 counsel, hasn't subpoenaed that information. He just gets
14 affidavits from the debtors. The debtors don't know. Why
15 would they know? My debtors don't know what happens to the
16 money when it comes into my firm other than my engagement
17 letter says it goes into the trust account.

18 So that's where we are. And I understand also that
19 Mr. O'Loughlin, in his case, he didn't get any of the documents
20 that I mentioned. That may have been an oversight.

21 I think the other trustees -- unless -- because some
22 trustees are here. If they got other documents, they could
23 speak for themselves, or if there are other issues.

24 THE COURT: They're all shaking their heads, which
25 means you speak for the --

1 MR. SOSNE: Well, I'm not --

2 THE COURT: -- the body of trustees.

3 MR. SOSNE: I'm not -- right, I'm not the anointed
4 one. But I have three of the cases here, so --

5 THE COURT: Well, you're as close as it gets.

6 MR. SOSNE: Well, if nominated, I will not run.

7 (Laughter)

8 MR. SOSNE: And if elected, Judge, I'm not going to
9 serve --

10 THE COURT: Hey, everybody's trying throw their hands
11 up, and this Court's made an order --

12 MR. SOSNE: No, I am --

13 THE COURT: -- that's pretty darn clear.

14 MR. SOSNE: I am -- I am -- I -- I am not like Mr.
15 Romney who wants to run, and run, and run, no. I would rather
16 hide, and hide, and hide.

17 So that's where we are.

18 THE COURT: I understand.

19 MR. SOSNE: Thank you.

20 THE COURT: All right. Let's hear some replies.

21 MR. BRIGGS: Your Honor, Ross Briggs for six of the
22 eight debtors. And I will talk about the six that I represent.
23 I did not understand I would have authority to seek information
24 from someone I have not entered my appearance on.

25 Each of the six debtors that I represented have

1 provided statements and/or notarized statements to each of the
2 trustees.

3 I chatted with Mr. Albin, he represents -- he doesn't
4 represent. He was the trustee in Reed. I was surprised to
5 hear him relate that he didn't get the Reed statement. But I
6 will represent to the Court that the first turnover, everything
7 I had was shared with every trustee. I can assure the Court
8 that there is a signature of Ms. Reed. She has provided a
9 receipt.

10 If I misdirected it, didn't get it to the right
11 place, I will get it to the right place ASAP.

12 Each of the debtors that I represent have provided
13 receipt of the payment of the attorneys' fees. They -- one
14 debtor could not recall -- could not read the name of the
15 receipt. All the other debtors -- I think it's Mr. Beard that
16 said I -- I just don't remember her name, could not read the
17 signature. All the other debtors had a name, it's been shared
18 with the trustee.

19 THE COURT: Since you work with them, who was that
20 person that signed that? Don't be doing that. You know who
21 works there.

22 MR. BRIGGS: I -- I have had no formal relationship
23 with Critique as of August of 2012. I have asked, as the Court
24 has instructed, I have made a demand to Mr. Robinson, it's in
25 the court file, that mirrors the multiple requests that have

1 been asked. And I've had -- I've had no response from Mr.
2 Robinson.

3 All of the retainer agreements have been provided to
4 the trustees. The receipts have been provided. I've had
5 conversations or multiple conversations with each debtor, other
6 than Jovon Stewart. Jovon Stewart had not replied to my voice
7 mail, but she did respond to my correspondence. She did bring
8 in a notarized signature authenticating the receipt and the
9 retainer, and that was provided about an hour after the
10 deadline. She's the only debtor I haven't talked with. I've
11 asked every other debtor to review their files, they've brought
12 in what they have. If they -- if I don't have it, they've told
13 me they don't have anything more than what's been produced.

14 I've gotten no response from the correspondence that
15 the Court instructed I submit to Mr. Robinson.

16 And in summary, all of the documents that were either
17 in the court file or at the debtors' residents that were
18 responsive have been produced and have been given to the
19 trustees.

20 If Mr. Albin doesn't have his copy, perhaps I faxed
21 it to the wrong place, and I will get his copy ASAP.

22 THE COURT: Okay. Well, that's sort of an update
23 from your side. That doesn't sound like we're having
24 everything line up between the trustees and yourself. Do you
25 want to address that real quickly, Mr. Sosne --

1 MR. SOSNE: Sure.

2 THE COURT: -- on what it is --

3 MR. SOSNE: I think that the approach that Mr. Briggs
4 said --

5 THE COURT: It's a start.

6 MR. SOSNE: -- sure, it's nice to ask. But he's
7 debtors' counsel, if he doesn't get the information, he can
8 compel it.

9 THE COURT: Yeah.

10 MR. SOSNE: It's his -- it's his -- it's his
11 obligation to obtain that information. And if somebody -- if
12 Ms. Case doesn't want to give me something, I can subpoena Ms.
13 Case, which would be fun. And then I would --

14 THE COURT: I don't --

15 MR. SOSNE: She's done it to me.

16 THE COURT: Proceed at your own peril.

17 MR. SOSNE: But the thing is this: He -- Mr. Briggs
18 is talking around the issue. He could get at the issue if he
19 wants to.

20 THE COURT: Well, that was my point.

21 MR. SOSNE: And he's not, okay? And Mr. Robinson --

22 THE COURT: I thought --

23 MR. SOSNE: Where is --

24 THE COURT: -- our order to compel --

25 MR. SOSNE: And where is Mr. Robinson?

1 THE COURT: We don't have Mr. Robinson in the
2 courtroom today.

3 MR. SOSNE: He's not -- he's not here today to speak
4 for himself, and he's not forthcoming. Now --

5 THE COURT: Well, he did say he got --

6 MR. SOSNE: To suggest that --

7 THE COURT: He did sign an affidavit that went on
8 record saying it's cash. He doesn't even say how he deals with
9 it.

10 MR. SOSNE: Doesn't -- it just -- I have no idea how
11 the handoff happens. It doesn't happen, and we don't have that
12 information.

13 And Mr. Briggs can get the information in the cases
14 in which he's involved. And to suggest, Mr. Briggs, that you
15 don't even know who's over there, you certainly know who was
16 over there when you were involved. And assuming what you say,
17 that you haven't been involved, and had no contact with them,
18 which I don't believe, quite frankly, I think he knows more
19 than what he's letting on.

20 But -- because it seems incredulous since he was the
21 one -- all the incorporation papers have --

22 THE COURT: Well --

23 MR. SOSNE: -- Mr. Briggs' address --

24 THE COURT: Let's line out for Mr. Briggs on what he
25 needs to do from your standpoint of the trustees, and I'll

1 figure out what --

2 MR. SOSNE: Here's what I want: I want exactly what
3 I mentioned. I want to know the flow of the funds of how the
4 money passed off, where it was deposited, if any, how
5 Charlotte, Bay, or any of the other people were paid, and by
6 whom, how the funds got ultimately -- or the amount of funds
7 that got to Mr. Robinson, all of the things that I detailed of
8 how I made this -- I made disclosure of how I handled things,
9 let's hear how they handled things, and to provide supporting
10 documents.

11 So if we say that there's -- it's two ninety-nine,
12 and -- is that a net number? Or is that a gross number? And
13 if they pay Bay, do they pay Bay in cash? Do they pay
14 Charlotte in cash? Do they provide 1099s?

15 THE COURT: Well --

16 MR. SOSNE: They could give us W-2s. They could
17 redact the dollar amounts, they could redact the Social
18 Security numbers. We want to know who's doing what.

19 THE COURT: Well, isn't that logical?

20 MR. SOSNE: Of course.

21 THE COURT: And even how they handle the payment of
22 fees to the Court for filing. We haven't even gone there yet.

23 MR. SOSNE: I was just talking about fees.

24 THE COURT: I know.

25 MR. SOSNE: And -- and the meetings, and all these

1 other things, they give -- they give rise to all sorts of
2 issues that are beyond the scope of your show cause order. But
3 perhaps maybe that's -- there are reasons why the information
4 is not forthcoming.

5 It would be very simple -- it would take -- it took
6 me less than two minutes to describe how I handle a Chapter 7.

7 THE COURT: Which I might say --

8 MR. SOSNE: Mr. Robinson --

9 THE COURT: -- a vast majority of practitioners that
10 like to keep their license do that.

11 MR. SOSNE: Well, that's exactly right.

12 So it would take him and Mr. Briggs about five
13 minutes to explain the same thing, and provide that
14 information.

15 I can provide you with my trust account records, if
16 needs be. I could -- we have somebody who handles our trust
17 account.

18 THE COURT: I think that's a compliance in order to
19 get your law license in the State of Missouri.

20 MR. SOSNE: Anyway, I think --

21 THE COURT: Anyway --

22 MR. SOSNE: -- Mr. Briggs is being less than -- all
23 the things that he's done are things that don't get to the core
24 of the issue. And he has the power and the ability, he doesn't
25 have the desire to do it.

1 MR. BRIGGS: Quick response, Your Honor. Mr. Sosne
2 references incorporation documents with my signature. There
3 aren't any. I can't --

4 MR. SOSNE: I didn't say signature. Your address.

5 THE COURT: He did say address.

6 MR. BRIGGS: Not --

7 THE COURT: You're -- speak to the issue, Mr. Briggs.

8 MR. BRIGGS: Two --

9 THE COURT: Quit beating around the bush.

10 MR. BRIGGS: Two responses, Your Honor.

11 THE COURT: I let you do that last time.

12 MR. BRIGGS: The -- the receipts have identified the
13 payments, they were in cash. The debtors have said that in
14 their signatures. The trustees have all the documents.

15 The debtors say they have no idea what the
16 disposition of the payments were made thereafter. I have no
17 idea what the disposition of the payments were made thereafter.
18 I asked Mr. Robinson to provide that information. My response
19 has been ignored.

20 Number two, the Court has said that these funds are
21 matters of the estate. If they are matters of the estate,
22 debtors really don't have standing to collect estate funds,
23 that's a trustee job.

24 Second --

25 THE COURT: I guess I'll make that decision.

1 MR. BRIGGS: Secondly, I've reviewed this with every
2 debtor, and my duties run to the debtor. They know what's
3 going on. They've all gotten a refund. Not a single one has
4 given me the authority, has asked me to do what's been
5 requested. My duty is to the debtors, and I'm performing.

6 THE COURT: Why aren't you forthcoming, Mr. Briggs?

7 MR. BRIGGS: Because I represent the debtor.

8 THE COURT: No, why aren't you forthcoming?

9 MR. BRIGGS: I am forthcoming.

10 THE COURT: As an officer of this Court, on
11 explaining what's going on.

12 MR. BRIGGS: I have, Your Honor.

13 THE COURT: You never treated me this way when we did
14 our jury trial in the '90's. You were totally forthcoming,
15 even when you agreed to disagree. I don't understand what your
16 change in personality has been.

17 MR. BRIGGS: There's been no change. It's utterly
18 forthcoming. We've heard much testimony about matters we might
19 have heard last week, or last month. There's no evidence.
20 There's none. And I've been forthcoming, and there's no
21 evidence to support any finding to the contrary. None.

22 THE COURT: Okay. I'll be the judge of that.

23 Mr. Mass, get up here and explain what the heck
24 Critique's position is.

25 MR. MASS: Just a little bookkeeping first, Your

1 Honor. My client was never served with these eight motions to
2 disgorge. And, in fact, your last order, which was mailed to
3 my office, was not received by me until the 29th, although
4 someone gave it to me earlier.

5 So my client did voluntarily ask me to enter the
6 appearance, and I filed a response to the five -- six requests.
7 That's number one.

8 Number two: In my filings in this case, which has
9 been very view, I filed it in the case of the lead debtor of
10 the eight listed. I don't know whether I should file eight
11 times any motion I file, or something else, or whether it's
12 sufficient to file it in the lead case. Because I thought,
13 given the way it was structure, the heading, that that was
14 sufficient. So --

15 THE COURT: You used the heading of all the --

16 MR. MASS: The heading I -- my secretary put the
17 heading of all eight cases, but it was actually filed in the
18 lead one, the first case mentioned in the heading.

19 MS. WILLIE: Your Honor, as an administrative matter,
20 these cases are not consolidated. If you want relief in any
21 one particular case, you have to file a copy of your motion in
22 every single case.

23 THE COURT: How's that for clarification at this
24 point?

25 MR. MASS: That's fine, I will do that --

1 THE COURT: Okay.

2 MR. MASS: -- in -- in the future.

3 THE COURT: All right.

4 MR. MASS: Okay. The other thing I do want to put on
5 the record, my objection to where this proceeding is going.
6 Because I do think that with all of the fees having been repaid
7 to these eight debtors, the motion to disgorge is -- are moot.
8 And that --

9 THE COURT: That's not the essence.

10 MR. MASS: I'll get to the essence, but I still have
11 to put on the record --

12 THE COURT: Okay.

13 MR. MASS: -- what I need to defend for my client,
14 sir.

15 That's the same as I filed a motion for recusal,
16 knowing that you've already rejected it, and you'll probably
17 reject it again. But I --

18 THE COURT: Well, it has been rejected.

19 MR. MASS: Right.

20 THE COURT: It's filed this morning.

21 MR. MASS: But -- but I -- but I also indicated in
22 there that I felt I needed to make the record for my client.
23 So I feel it's necessary if you will just indulge me for a
24 couple minutes to make the record for my client.

25 And I think many of the matters that are going into

1 about what happens once the fee is paid may deal with
2 professional responsibilities, but don't come under any of
3 these motions to disgorge. And that the Court has really no
4 jurisdiction to go under those, that's one objection.

5 THE COURT: Who has the jurisdiction?

6 MR. MASS: Well, maybe the disciplinary counsel, if
7 there's something wrong going on.

8 THE COURT: So the Bankruptcy Court, even though
9 provided in -- then you need to give me a primer on --

10 MR. MASS: Okay.

11 THE COURT: -- the code sections. And last time I
12 looked, I believe they were 326 through 330 as the core code
13 sections.

14 Give me a primer on why we don't have jurisdiction.
15 And --

16 MR. MASS: Okay. The other thing --

17 THE COURT: -- I'll give you an opportunity to
18 prepare a brief on exactly why this Court does not have
19 jurisdiction to inquire on those matters as set out in those
20 code sections, okay?

21 MR. MASS: Okay. The next thing I object to is that
22 it seems to me much -- and what is apparent, that much of
23 what's complained about here is whether or not Critique
24 Services is in violation of the agreement from 2007 that was
25 entered into the consent order in front of Judge Surratt-

1 States. There is already litigation proceeding under that
2 consent order by the U.S. Trustee.

3 It seems to me that all of these matters should be
4 with regard to whether or not the 2007 consent order was
5 violated. This should be in the Court of Judge Surratt-States,
6 and should be in the hands of the U.S. Trustee to proceed in
7 the way it's doing with those other matters. Because otherwise
8 we run the risk of different adjudications on similar issues
9 from different judges.

10 THE COURT: Actually no, we don't. I've reviewed
11 that 2007 order, and that's not the essence of what we're doing
12 here. But I -- you can register your complaint.

13 MR. MASS: Well, I do think it is the essence of what
14 we're doing. Because when Mr. Sosne says he wants to know who
15 the money is going to, how it's being allocated in the trust
16 funds, et cetera, et cetera, those deal with very -- the very
17 issues that were in the 2007 consent judgment.

18 THE COURT: They're parallel issues, they're not the
19 same.

20 MR. MASS: I believe they are.

21 THE COURT: Okay.

22 MR. MASS: And --

23 THE COURT: We disagree.

24 MR. MASS: We --

25 THE COURT: You and I disagree. I think I'll be the

1 decider on that.

2 MR. MASS: I think between you and me, you have that
3 authority.

4 With regard to any other issue that Mr. Sosne raised,
5 my client does not have these records. My client does, as per
6 the 2007 agreement and consent order, provides services for --
7 provides an office, provides software, business related
8 services. But when the client comes in, and the money is paid,
9 that is the money of the attorney which, up until June 10th,
10 has always been Mr. Robinson, at least the last several years.

11 And that the employees that are in that office are
12 the employees of Mr. Robinson. And my client doesn't have
13 records about -- and the trust account is the trust account of
14 Mr. Robinson.

15 THE COURT: You have a clarification problem here.
16 Mr. Robinson has gone on record in this Court the last time he
17 was here that he doesn't have employees.

18 MR. MASS: Well, they're not employees of my client,
19 and my client hasn't paid them.

20 THE COURT: Well, whose employees are they?

21 MR. MASS: Of Mr. --

22 THE COURT: That's the -- that's one of the essences
23 of this case. Who does what?

24 MR. MASS: I know. But they're not employees of my
25 client.

1 And the trust fund --

2 THE COURT: Well, don't you have a --

3 MR. MASS: -- is the trust fund for an attorney.

4 THE COURT: What if you were just trying to tie this
5 up, who's -- you just said they're employees -- so your client
6 would sign an affidavit that they're employees of Mr. Robinson
7 until June 10, 2014 --

8 MR. MASS: Yes.

9 THE COURT: -- when he was suspended?

10 MR. MASS: And even thereafter.

11 THE COURT: Well, whose employees would they be then?

12 MR. MASS: The attorneys that were doing the work,
13 they were the employees of Mr. Robinson still.

14 THE COURT: Okay. That's as clear as mud to me, I'm
15 sorry.

16 MR. MASS: That's the information I have, sir.

17 THE COURT: Anything else you want to give us?

18 MR. MASS: I have nothing else to give you, sir.

19 THE COURT: Other than the -- are you having any
20 jurisdictional problems on behalf of your client as far as
21 giving us an affidavit and the information we need from her?

22 MR. MASS: Well, I think -- the jurisdictional issues
23 go to this entire proceeding at this point. And so, yes, I do.
24 But if you need my client to give an affidavit with regard to
25 that while we later submit --

1 THE COURT: Well, there are certain parts you
2 obviously don't disagree with as far as they are facts, okay,
3 subject to your objections.

4 MR. MASS: Right.

5 THE COURT: They're just facts.

6 MR. MASS: Right.

7 THE COURT: We're interested in facts.

8 MR. MASS: Right.

9 THE COURT: So you're not adverse to giving an
10 affidavit --

11 MR. MASS: If --

12 THE COURT: --on the facts you've just stated on the
13 record here?

14 MR. MASS: I am not.

15 THE COURT: Okay. All right.

16 MR. MASS: Is there anything else, Your Honor?

17 THE COURT: Not at this time. I'll hear from Mr.
18 Sosne, anything else?

19 MR. SOSNE: Just briefly. I heard from Mr. Mass, and
20 what he said. To say that the Court doesn't have jurisdiction
21 over the fees paid is bankruptcy 101. The first time I ever
22 did a bankruptcy, and the last time I ever did a bankruptcy
23 case, the Court seems to have -- the Court seems to have
24 jurisdiction over fees, always to my chagrin because sometimes
25 I get nicked from here and there. And that's the way of the

1 world, but that's bankruptcy 101.

2 So if he -- if he comes up with something that says
3 that we're not accountable for our fees throughout the case,
4 and how they're dealt with, boy, I think all these -- all the
5 bankruptcy lawyers will be quite surprised.

6 THE COURT: We'll all be enlightened and teach it
7 differently when we teach it.

8 MR. SOSNE: Secondly, in terms of who gets paid what,
9 or this or that, that all goes to what the reasonableness of
10 the fee. Do you have employees? Do you have overhead? How
11 does it work? What's reasonable? And it would be interesting
12 to know -- and I -- and I'm not going to repeat what I want,
13 but it would be interesting to know from Mr. Mass and Mr.
14 Briggs, what are the full names of Charlotte and Bay? If they
15 don't know that, that would be very interesting.

16 So I would ask the Court to ask them, what are their
17 full names since they apparently have worked in the offices of
18 Critique Legal Services, and everything seems to be surrounding
19 and flowing from Critique Legal Services as the clients come in
20 because of Critique Legal Services. They don't come in to
21 hire Mr. Robinson or Mr. Meriwether, or anybody else. They're
22 looking at Critique Legal Services because it's inexpensive,
23 and they're looking for the cheapest way to go through a
24 process, which I understand.

25 And I understand low cost -- low cost bankruptcies

1 and the need for trying to get services. But that doesn't
2 excuse compliance with the law.

3 So what are the names of Charlotte and Bay?

4 MR. MASS: Your Honor --

5 THE COURT: Sure.

6 MR. MASS: -- can I just interject one thing?

7 THE COURT: Sure.

8 MR. MASS: Mr. Sosne kept referring several times to
9 Critique Legal Services.

10 MR. SOSNE: I meant Critique Services.

11 MR. MASS: So --

12 THE COURT: Well, we -- in this Court --

13 MR. MASS: Yes.

14 THE COURT: -- we will refer -- "Legal" had to be
15 taken out as a settlement long ago.

16 MR. MASS: In 2003.

17 THE COURT: It's Critique Services.

18 MR. MASS: Yes.

19 THE COURT: We all know that. We have orders on
20 file. We have clarified that.

21 The problem is Mr. Sosne is stuck in the same time
22 warp that many of us that are over 60 have, and we remember the
23 Critique Legal --

24 MR. SOSNE: I object to that, Your Honor.

25 (Laughter)

1 THE COURT: You resemble that. Anyway -- so do I.
2 And if this Court refers to your client as Critique Legal, I
3 apologize. We know it to be Critique Services, LLC, the
4 registered entity that is with the Secretary of State.

5 MR. MASS: Correct.

6 THE COURT: And which Beverly Holmes, originally, now
7 Diltz --

8 MR. MASS: Correct

9 THE COURT: -- is on file. And anybody can get those
10 records from the Secretary of State. You have no problem with
11 that. We -- so you guys are on record saying you don't have
12 any problems with the Secretary of State filings. We can
13 establish that, is that fair, Mr. Mass?

14 MR. MASS: It is, Your Honor.

15 THE COURT: Okay. Now on to the rest of the issues.

16 MR. BRIGGS: I wish I knew, Your Honor. I've
17 certainly met Bay, and I've met Charlotte. Charlotte is a mid
18 '40's African American woman, short cropped hair, blond hair.
19 I don't know her last name. Her name is Charlotte.

20 I think -- Bay -- I think I've met her, she's a
21 younger African American woman, maybe mid '20's. I don't know
22 that I was told her name. I don't know her name.

23 THE COURT: Seems like it'd be pretty easy to figure
24 out since they're employees of somebody.

25 MR. SOSNE: That just goes to what very simple stuff

1 I'm talking about.

2 THE COURT: I know.

3 MR. SOSNE: Just walk over to Critique Services and
4 say --

5 THE COURT: Isn't this painful?

6 MR. SOSNE: -- "Hi, I'm Ross Briggs. What is your
7 name?"

8 THE COURT: What is your full name, for the record?

9 MR. SOSNE: And the other thing, of course, it would
10 be interesting to see the operating agreement of Critique
11 Services. Because that is not of record, just the
12 incorporation records, but the operating agreement.

13 THE COURT: So you're requesting --

14 MR. SOSNE: Well, it'd be interesting.

15 THE COURT: -- the operating agreement, aren't you?

16 MR. SOSNE: I don't -- it shows -- it would show the
17 ownership. It would show the ownership of Critique Services.

18 THE COURT: Um-hum.

19 MR. SOSNE: And it would show how it would --

20 THE COURT: Well, you know, with the Secretary of
21 State --

22 MR. SOSNE: That's not filed.

23 THE COURT: -- in order to get your LLC registered,
24 you had to file or --

25 MR. SOSNE: No, you don't have to file the operating

1 agreement.

2 THE COURT: You -- no, you have to have an operating
3 agreement under the statute.

4 MR. SOSNE: Well, a lot of people don't, but some
5 people do. Most people do. And --

6 THE COURT: Maybe Mr. Mass can address --

7 MR. SOSNE: Yeah.

8 THE COURT: -- whether there's a written --

9 MR. SOSNE: Let's see the operating agreement.

10 THE COURT: -- operating agreement.

11 MR. MASS: Frankly, I don't know because nobody asked
12 me up to this point. I know in my dealing in other lawsuits
13 that not every LLC -- you don't have to -- it's not required to
14 have an operating agreement.

15 THE COURT: Well, I think the Statute requires it, if
16 you read it closely. When I did them -- when I did a lot -- I
17 did hundreds of LLCs in the old days, and you had to have an
18 operating agreement.

19 But does it have to be filed? No. But believe it or
20 not, I would send it in so it would be stamped and sent back.
21 It's just good practice.

22 MR. MASS: Right. The other thing is -- I think I've
23 already said in various pleadings or otherwise, whether
24 directly in this case, if my -- that Beverly Holmes Diltz is
25 the only member and owner of Critique Services, LLC. So -- I

1 mean --

2 THE COURT: I know. But everybody's not talking to
3 the issue, which will be addressed --

4 MR. MASS: Okay.

5 THE COURT: -- and what's, unfortunately, going to
6 have to be additional motions to compel.

7 MR. SOSNE: Your Honor, just in conclusion. Where it
8 leaves us is we don't have the information. We have the
9 hearing on the 18th. I guess it's up to the Court to --
10 whether the Court wants to issue another order to say, "Produce
11 the information" or the -- or what we have is sufficient. Or
12 if you want the U.S. Trustee to be involved, and do some of
13 these things. Whatever.

14 But bottom line is this: My -- my feeling is I've
15 done -- and the other trustees have done various discovery and
16 some of the reasonable due diligence under the circumstances.
17 And we'll -- we could show up here on the 18th, and if people -
18 - if we need to put people on the stand, we'll ask them
19 questions.

20 But it's --

21 THE COURT: Sounds like an associate court case,
22 doesn't it?

23 MR. SOSNE: No, I -- it's -- my intention was -- is
24 not -- I didn't want to turn it into a five-day trial, and
25 bringing in Bay, and Charlotte, and Meriwether, and Robinson,

1 and everybody else and put them under oath, and then -- and Ms.
2 Diltz, and get subpoenas for documents, and all this other
3 stuff. I just -- it's -- as I said, it's very simple. It
4 could be easily provided and, interestingly, it's not.

5 So I'm -- I intend to show up on the 18th. We've
6 done, as far as where we're going, and it's their
7 responsibility to come forward rather than ours, to just go
8 sit, and look for a needle in a haystack.

9 If other trustees disagree with me, they're certainly
10 free to say so.

11 THE COURT: No, let's -- Mr. Randolph, come on up and
12 -- you heard the concerns, and --

13 MR. RANDOLPH: Right.

14 THE COURT: -- in light of what's going on, are you
15 guys willing to do some additional legwork for all of the
16 trustees since it involves all the cases, or -- how do you look
17 at this?

18 MR. RANDOLPH: Well, of course, Your Honor -- and we
19 are in the process in connection with the four matters before
20 Judge Surratt-States in conducting discovery. As a matter of
21 fact, I met with Mr. Mass and Ms. Holmes-Diltz for almost an
22 hour after our last hearing, and I think there was some useful
23 information that if Mr. Mass is willing, he could share it with
24 the Court as far as how the operations are right now, how the
25 money -- at least according to her is being handled, and what

1 safeguards have been in put place as far as --

2 THE COURT: Oh, so that's already been disclosed, so
3 that could be consistent with what's going on in the other
4 case.

5 MR. RANDOLPH: Right. Right. And it may be that
6 even though Bay and Charlotte are not employees of Ms. Holmes-
7 Diltz, she may at least have knowledge about their complete
8 full names.

9 THE COURT: It sounds like they use her software.

10 MR. RANDOLPH: Right. Right. So to the extent that
11 Critique Services or Ms. Holmes-Diltz has that information, we
12 would encourage Mr. Mass to find out from his client so that
13 can be produced to the trustees, as well.

14 And we, of course, believe that this Court has
15 jurisdiction over all of the fees in this matter. Not only
16 pursuant to Section 329 of the Bankruptcy Code, but other
17 provisions of the Bankruptcy Code.

18 THE COURT: Last time we checked.

19 MR. RANDOLPH: Thank you.

20 THE COURT: So there we are. And, Mr. Mass, you
21 heard -- are you willing to provide an affidavit consistent
22 with what you've already told the U.S. Trustee, or shall I
23 order that?

24 MR. MASS: Yeah, I am.

25 THE COURT: You're voluntarily saying that?

1 MR. MASS: Yes.

2 THE COURT: Oh, okay. All right. Well, that would
3 be helpful. We may have to massage the date.

4 MR. SOSNE: Well, we still have the 18th, and --

5 THE COURT: Well, that's what I mean.

6 MR. SOSNE: -- it would be helpful --

7 THE COURT: We may have to massage the date.

8 MR. SOSNE: It would be -- also be helpful if before
9 an affidavit is prepared, that somebody actually tell us what
10 happened so that they can tell the Court, and we could report
11 to the Court what happened, who's who. It's like who's on
12 first.

13 THE COURT: Yeah.

14 MR. SOSNE: It's the old Abbott and --

15 THE COURT: There's going to be some --

16 MR. SOSNE: It's -- it's -- it's like --

17 THE COURT: I -- I'm getting the same feeling you
18 are, that things need to be tightened up. And we're going to
19 have set responsibilities, and certain responsiveness will be
20 required.

21 MR. SOSNE: And have -- and have Mr. Briggs -- he
22 says that Mr. Robinson doesn't respond. Well, Mr. Briggs can
23 take the deposition of Mr. Robinson or subpoena him.

24 THE COURT: The Court order --

25 MR. SOSNE: Or Critique.

1 THE COURT: -- will address these issues.

2 MR. SOSNE: Or Bay, or anybody else for that matter
3 since he's debtor's counsel. And as the order said, if the
4 money should have been disgorged and reviewed, why did he sit
5 on his hands for six months until the Court did something? So
6 why --

7 THE COURT: And why wasn't the money actually in a
8 trust account?

9 MR. SOSNE: So I say let's put the onus where it
10 should be. To say that, "Oh, I asked the debtors," that's not
11 the -- that's -- that's the wrong question. That's like saying
12 if I want to know who won --

13 THE COURT: Well, the debtors don't know --

14 MR. SOSNE: If I want to know who the Super Bowl, my
15 question is I asked who played, that doesn't ask who won. So
16 it's speaking around the issue. If he --

17 THE COURT: Well, debtors aren't going to now how
18 things --

19 MR. SOSNE: It has nothing to do with the --

20 THE COURT: -- flow in any law office.

21 MR. SOSNE: No, what the --

22 THE COURT: They aren't even going to know
23 compensation.

24 MR. SOSNE: No, what the debtors do know -- and when
25 I've been through 341 meetings with Critique Services over the

1 years, is they often don't know who their attorney is. And
2 they -- and they sit there and dispute -- there's all sorts of
3 things that go on.

4 THE COURT: Well, you mean Critique Services.

5 MR. SOSNE: Well, sometimes they -- the attorneys
6 would come in and say they're here for -- on behalf of Critique
7 Services on the record.

8 Now -- now they may say I'm here on -- as Mr.
9 Robinson or Mr. Meriwether, or whatever.

10 But sometimes the debtors don't always know who the
11 lawyer is. And the lawyer has to find out who the debtor.
12 It's like showing up to a trial and trying to find out -- and,
13 oh, hi, I'm David Sosne.

14 THE COURT: Yeah.

15 MR. SOSNE: But there's all sorts of things that are
16 out there. So I think it's incumbent upon Mr. Robinson, and as
17 the Court has -- has addressed, Mr. Briggs, let them come
18 forward and make them provide the information, as well as
19 Critique Services. They're all in that office.

20 Or if the Court wants, let's go over there and let's
21 take a look.

22 THE COURT: Remember --

23 MR. SOSNE: Unusual --

24 THE COURT: Mr. Briggs knows I've been there and done
25 that.

1 MR. SOSNE: Okay. So, in any --

2 THE COURT: Back long before I was U.S. Trustee.

3 MR. SOSNE: In any event --

4 THE COURT: Picked up a few checks, didn't I, Mr.
5 Briggs?

6 MR. SOSNE: In any event, I think that it is -- it is
7 incumbent upon them to do what the Court ordered. We have
8 facilitated it. We will be here on the 18th.

9 THE COURT: Or whatever date we --

10 MR. SOSNE: Whatever -- whatever time you tell me to
11 be here.

12 THE COURT: Okay. And to get it straight, I'm -- Mr.
13 Randolph, on behalf of the U.S.T., look for an order that's
14 going to incorporate you in reviewing and proceeding on the
15 validation of certain information, especially if it comes from
16 Critique, so that it's consistent with what's going on across
17 the way, to a degree. That doesn't mean that we aren't going
18 to delve into it with these remaining cases that we have before
19 us here. But we do have two unrepresented debtors, and Mr.
20 Briggs is not in those cases, but Critique was involved.

21 MR. RANDOLPH: We will do so, Your Honor.

22 THE COURT: Okay. And, Mr. Mass --

23 MR. MASS: I'm very new to all of the proceedings in
24 this Court. But is there a reason why the eight couldn't be
25 consolidated so we -- any pleadings filed could be just done in

1 one pleading instead of eight times?

2 THE COURT: Well, the problem is Mr. Briggs is only
3 in six.

4 MR. MASS: How about those six being consolidated so
5 it makes it still somewhat easier? I mean -- I'm just asking
6 as an administrative thing. I'm not trying to --

7 THE COURT: I know.

8 MR. MASS: -- make it difficult.

9 THE COURT: And we may -- we may talk about that.

10 MS. WILLIE: I can come up with an administrative
11 order for you, sir, if that's what you would like.

12 THE COURT: Well, let's do that on Mr. Mass's oral
13 request, if it -- don't want to do that? Well, if the trustees
14 don't want to consent, then I won't be doing that.

15 Ms. Case, you would like to be heard on this matter?

16 MS. CASE: Your Honor, I'd like to have some time to
17 think about it.

18 THE COURT: Sure.

19 MS. CASE: I mean I -- I don't think that we want
20 these consolidated, but that's just my first gut reaction in
21 regard to the case -- in regard to that request.

22 And I would just like to second the things that Mr.
23 Sosne has had to say for us here today. I was hoping to have
24 for the Court some additional information. I just have my
25 notes from the meeting of creditors on the 16th of January, and

1 I'd like to share those with everyone. And I'm -- Mr. Briggs
2 and I were looking for a solution to where we all find
3 ourselves here today earlier, and I said the solution's very
4 simple: It's the things that Mr. Sosne has asked for that we
5 all could provide in a matter of a couple of hours from our law
6 firm.

7 But this was the case of Sylvia Scales, January the
8 16th, it's my 1:30 docket, it's Track Number 43. And I asked
9 the debtor -- Mr. Meriwether was there with the debtor. And I
10 asked the debtor when she went to Critique, who was the first
11 person she saw. And she said she saw Charlotte. She couldn't
12 remember her name, but she described her. And then Dean
13 Meriwether provided the name, and the debtor confirmed that was
14 correct.

15 Debtor said she paid Charlotte. She went back a
16 second time, and she saw Charlotte.

17 She thought she went back a third time, she thought
18 she saw Charlotte.

19 She paid Charlotte each time. She'd get a receipt
20 out of a receipt book from Charlotte.

21 And at the very end of her case, she went in, and she
22 saw Dean Meriwether, and she didn't pay him any money. They
23 were together about 15 minutes. And Mr. Meriwether, when I
24 asked him, he didn't dispute any of this.

25 I started asking him questions, his answers were

1 inconsistent. I asked if Charlotte was his employee. I think
2 he first answered me yes. But then later on, he changed his
3 answer when I started asking about W-2s and 1099s.

4 Dean Meriwether confirmed that Charlotte --

5 THE COURT: Well, who gave the W-2s or 1099s?

6 MS. CASE: He -- he doesn't know. He doesn't know if
7 he gets one. Dean Meriwether indicated that Charlotte
8 collected the money, and Charlotte gave the money to Renee.
9 And Renee was in charge of the money and what happened to the
10 money. But Mr. Meriwether wasn't sure what happened to the
11 money next.

12 I asked him if Renee put it in the bank, and he
13 indicated he didn't know.

14 He indicated he doesn't pay Critique, Critique pays
15 him. I think he said he -- that they paid him each week.

16 I asked if he was paid a flat amount or by the case.
17 My recollection is that he said he was not paid by the case,
18 but a flat amount.

19 When I asked owned who Critique -- who owns Critique
20 Services, LLC, he indicated he didn't know. He then gave me a
21 list of names that may be the owners or are the owners,
22 Beverly, Bay, Corey, and maybe Shay (phonetic).

23 When I showed him the 2016, he didn't know what it
24 was. He looks surprised when I showed it to him and I asked
25 him was this his electronic signature.

1 He denied that it was false. He denied that he was
2 sharing fees with anyone. He just kept repeating that he was
3 working in a high volume practice and he didn't know the
4 answers to my questions.

5 I think he started answering me truthfully when I
6 asked him about his own personal income tax return, and what
7 was it going to show about the income that he was receiving, or
8 the income that he was paying out to other people.

9 That kind of summarizes the meetings of creditors
10 that we -- that we have as trustees and the frustrations that
11 we have with this process.

12 I don't think anything's changed. I don't -- I don't
13 think anything's changed at all.

14 THE COURT: This is most confusing.

15 MS. CASE: I --

16 THE COURT: Wouldn't you find this -- something --

17 MS. CASE: Something is wrong. And -- and, again, I
18 think to begin, everyone kind of thought what was wrong was
19 there's an order from Judge Surratt-States. Is it that? Is it
20 a tax problem?

21 There's a simple solution. As I said to Mr. Briggs
22 when I started here today, all we need is the information that
23 Mr. Sosne has asked for, and that's the summary of this today.

24 MR. SOSNE: By the way, Mr. Meriwether -- one thing
25 because I have had a similar situations. He gets paid each

1 week in cash. So it's cash, that's what he said. So --

2 THE COURT: What? Isn't that sort of suspicious?

3 MR. SOSNE: Well, it's a cash --

4 THE COURT: In a law business?

5 MR. SOSNE: It's all -- seems to be all cash. All
6 cash.

7 THE COURT: Mr. Albin would like be heard. Uh-oh.

8 MR. ALBIN: Judge --

9 THE COURT: That's all right. Mr. Robinson isn't
10 here today.

11 MR. ALBIN: It's okay, Judge. I'm --

12 THE COURT: It's okay.

13 MR. ALBIN: I'm a big boy, I can handle myself, but
14 thank you.

15 THE COURT: Is that for the record?

16 (Laughter)

17 MR. ALBIN: I -- just to echo what Ms. Case and what
18 Mr. Sosne has said, my experience is it gets even more
19 complicated than what Ms. Case just said, which is now what
20 we're having is it used to be we just had Mr. Robinson d/b/a
21 Critique Services, and that's what would be on his 2016.

22 Now we have Dean Meriwether, who shows up, and it
23 used to be he wasn't on any pleadings. Now he's filing
24 pleadings Dean Meriwether, LLC, no d/b/a.

25 But when you inquire of the debtor of who they --

1 they went to see, it's Critique Services. Who did you pay?
2 Critique Services. How did you pay them? In cash. Right?

3 And then you have Dedra Brock-Moore, and the law
4 offices of Dedra Brock-Moore. Again, no d/b/a. Ms. Brock-
5 Moore has told me informally, not on the record, that she
6 doesn't -- she was only helping at one point to Mr. Robinson
7 due to his suspension, and wasn't associated with Critique.
8 But yet, again, what happens is the debtor shows up, the law
9 offices of Dedra Brock-Moore were on the petition, the 2016 is
10 filed electronically by Ms. Brock-Moore, she doesn't show up.
11 Dean Meriwether shows up on her behalf, and we asked the
12 debtor, it's Critique Services. So now you've got three
13 different --

14 THE COURT: But wait a minute. That's inconsistent
15 with what Dedra Brock-Moore sat here and spoke to me for 45
16 minutes back in June of this last year --

17 MR. ALBIN: Judge --

18 THE COURT: -- and said the money goes into her trust
19 account.

20 MR. ALBIN: Judge, again, I can't speak to -- I don't
21 know -- I haven't spoke to Ms. Brock-Moore about where the
22 money goes, but I can tell you, and I'm sure every trustee here
23 could probably say the same thing lately is the petition is
24 filed in the name of the law offices of Dedra Brock-Moore,
25 that's the electronic signature on the petition and the 2016.

1 Ms. Brock-Moore does not show up, Mr. Meriwether shows up for
2 her, and then it's -- and then when you ask the debtor who they
3 hired, it was Critique Services.

4 And so I have now actually started asking at 341
5 meetings of the debtor, this is not the -- Mr. Meriwether's not
6 the attorney of record, Mr. -- is not the attorney that you
7 said you hired, and that are you comfortable proceeding
8 forward? Because as a trustee, I'm a little uncomfortable. I
9 don't know who represents these people anymore. And I don't
10 know who's getting paid. It's very complicated.

11 And, again, the things that Mr. Sosne listed that
12 we're asking for are not complicated things, and we're trying
13 to figure out -- there are some practical reasons on top of all
14 of the money issues, as just does -- who's representing these
15 people, and have they met them, and are they getting -- you
16 know, adequate representation.

17 So, again, I just want to bring the Court's
18 attention, it's even more complicated than Ms. Case said. I
19 don't have -- I did not bring my notes with me from my last
20 meeting where I actually have a debtor and I'm -- I have a note
21 to Mr. Randolph that I haven't sent him yet about this issue.
22 That's the -- I just wanted to bring that to the Court's
23 attention.

24 THE COURT: And shouldn't we also know about who --
25 when they answer the phone when somebody asks for a lawyer at

1 Critique, who do they send them to? Who answers the legal
2 questions? Because obviously these non-licensed attorneys
3 cannot answer the legal questions, as we all know.

4 MR. ALBIN: Judge -- I mean I have asked the debtor,
5 "Have you had" -- you know, again, "Have you ever met Mr.
6 Meriwether before?" Some of them say no. I -- you know --
7 "Have you had an opportunity to have any of your legal
8 questions answered?" You know, most of them say yes. And when
9 I ask them, "Do you want to proceed forward with Mr. Meriwether
10 as your lawyer today?" They normally do say yes, and we
11 proceed forward because these people have taken time off from
12 work to be there, and they -- if they want to proceed with that
13 representation, that is their right, I believe.

14 But I -- the answer to your question is we have no
15 idea. My -- whenever I tried calling Critique Services, it's -
16 - it's -- either no one answers the phone, it's -- it's a
17 message, or someone says Critique Services. It's not the law
18 offices of -- the address is -- just so you know on all of
19 these petitions for Ms. Brock-Moore, or Mr. Meriwether, Mr.
20 Robinson, and Critique Services are all the same address.

21 I can't speak -- I think it's the same phone number,
22 I really don't know.

23 THE COURT: I think the Clerk's Office will go on
24 record saying it's the same phone number. What can we say?

25 Anything else anybody else wants to put on the

1 record?

2 (No audible response heard)

3 THE COURT: All right. The Court will try to get to
4 this opinion as soon as possible. Since I don't have anymore
5 dismissals or recusal actions that haven't been ruled on at
6 this moment, I think we'll be able to address this quickly at
7 the expense of all my other cases. So we'll move forward.
8 Right now, I'd say the -- put a question mark by the 18th
9 because I don't know that anybody's going to be able to comply
10 with what we're going to try to follow through and get out of
11 all the parties.

12 And, of course, without Mr. Robinson here, who knows?
13 But we do have marshals, so -- there we are.

14 Thank you for appearing. If nothing else is to come
15 before the Court on the Reed, et al. matters, we'll go forward.

16 That will conclude our 10 o'clock docket.

17 (Whereupon, at 11:29 A.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 27, 2015
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