

**Attachment 221**

Order Denying the Motion for Protective Order, entered in *In re Armstrong*  
and *In re Battle*

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:	)	
	)	
Seanea A. Armstrong,	)	Case No. 15-46170-399
	)	
Debtor.	)	Chapter 13
	)	
In re:	)	
	)	
Darrel Battle,	)	Case No. 15-46028-399
	)	
Debtor.	)	Chapter 13

**ORDER ON MOTION FOR A PROTECTIVE ORDER**

Having failed to obtain relief from the United States District Court and the Eighth Circuit Court of Appeals from a harm that has yet to take place, counsel now sets his sights lower by asking this Court for the relief twice denied.

This matter is before me on the *Motion for a Protective Order* (Motion) filed by Ross H. Briggs. Briggs asks that I declare “that the **proposed** Order of Judge Rendlen suspending [Briggs] from the representation of Debtors before this Court will not be enforced by this Court.” (emphasis added). It appears that Briggs wants me to rule that an order Briggs expects Judge Charles E. Rendlen, III to enter (but which admittedly, has not yet been entered), suspending Briggs from practice before the United States Bankruptcy Court for the Eastern District of Missouri, will not be enforceable.<sup>1</sup>

Within the past month, Briggs sought from the United States District Court a writ prohibiting Judge Rendlen from suspending him from practice. The United States District Court dismissed his action for lack of jurisdiction. Dissatisfied with the result, Briggs sought a writ of prohibition from the Eighth Circuit Court of Appeals. That court summarily denied Briggs’s request. Now, making many of the same arguments and citing much of the same

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<sup>1</sup> Although Briggs filed his Motion in only two cases before me, he appears to ask me to rule that a suspension order is unenforceable in *any* case filed in the United States Bankruptcy Court for the Eastern District of Missouri. Because Briggs’s motion is not ripe and I do not rule on the merits of it, I do not consider whether Briggs requests relief for all cases or for only the two cases in which he filed his motion.

authority as in his previous filings, Briggs seeks relief from me.<sup>2</sup> However, the matter that Briggs submits to me in his Motion is not ripe.

The focus of Briggs's Motion is a July 22, 2015 *Notice Regarding the Court's Intent to Impose Sanctions, Issue Directives, and/or Make Disciplinary Referrals Related to Briggs's Representations Regarding his Relationship with Critique Services L.L.C. and Beverly Holmes Diltz, and Deadline to Respond and Show Cause* (July 22 Notice). The July 22 Notice provides notice from the Court "to Briggs that it is considering imposing sanctions, issuing directives, and/or making referrals to the proper authorities to address his apparently false or misleading representations to the Court regarding his relationship with Critique Services L.L.C. and Diltz."

The July 22 Notice sets forth an option for Briggs to agree to various terms set forth therein, including a six-month voluntary suspension from practicing law before the Bankruptcy Court. It specifically states that "Briggs is not obligated to agree to these terms." It also invites Briggs to file a response and explain why there is no cause for the Court to impose sanctions, issue directives, and/or make referrals. Further, the July 22 Notice states that if, after carefully considering any response filed by Briggs, "the Court determines that sanctions, directives and/or referrals are proper, the Court will not be limited to the terms outlined above." Briggs filed his response to the July 22 Notice. To date, Judge Rendlen has not entered an order determining whether imposition of sanctions or other relief is warranted.<sup>3</sup>

Briggs's action set forth in the Motion is not ripe. "The ripeness doctrine is rooted both in the limits of Article III of the Constitution and 'on discretionary reasons of policy.'" *Bender v. Educ. Credit Mgmt. Corp. (In re Bender)*, 368 F.3d 846, 847 (8th Cir. 2004) (citation omitted); *Nebraska Pub. Power Dist. v. MidAmerican Energy Co.*, 234 F.3d 1032, 1037 (2000) ("The ripeness doctrine flows both from the Article III 'cases' and

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<sup>2</sup> Briggs did not bother to update the cover sheet for the "Appendix" filed with the Motion. The title states "In re: Ross H. Briggs" and "Petition for Writ of Prohibition."

<sup>3</sup> It is unclear whether Briggs also complains about a suspension order that he believes may result from a July 6 Notice by Judge Rendlen. On July 6, 2015, Judge Rendlen gave notice that he was considering imposing sanctions or taking other action based on non-compliance with the turnover order. The July 6 Notice invites Briggs (and others) to file "a brief, addressing why sanctions or other actions should not be imposed." Briggs filed his brief in response to the July 6 Notice. No order has been entered deciding whether imposition of sanctions is warranted.

'controversies' limitations and also from prudential considerations for refusing to exercise jurisdiction."). Courts are prohibited from rendering advisory opinions. *Id.* at 847-48 (citing *Flast v. Cohen*, 392 U.S. 83, 96–97, 88 S.Ct. 1942, 20 L.Ed.2d 947 (1968) and U.S. Const. art. III, § 2) ("The Constitution charges Article III courts with the resolution of 'cases and controversies,' precluding them from rendering advisory opinions.").

To determine ripeness, a court must consider "both the 'fitness of the issues for judicial decision' and 'the hardship to the parties of withholding court consideration.'" *Nebraska Pub. Power Dist.*, 234 F.3d at 1037 (quoting *Abbot Labs. v. Gardner*, 387 U.S. 136, 149 (1967)). "The fitness prong 'safeguards against judicial review of hypothetical or speculative disagreements.'" *Parrish v. Dayton*, 761 F.3d 873, 875 (8th Cir. 2014) (quoting *Nebraska Pub. Power Dist.*, 234 F.3d at 1038). The inquiry under the hardship prong is "whether delayed review 'inflicts significant practical harm.'" *Id.* (quoting *Ohio Forestry Ass'n, Inc. v. Sierra Club*, 523 U.S. 726 733 (1998)). The party seeking judicial relief (Briggs) must "satisfy both prongs to at least a minimal degree." *Nebraska Pub. Power Dist.*, 234 F.3d at 1039. "[T]he question of ripeness may be considered on a court's own motion." *National Park Hospitality Ass'n v. Dept. of the Interior*, 123 S.Ct. 2026, 2030 (2003).

Briggs's request is premised on a suspension that he believes Judge Rendlen will impose. However, "[a] claim is not ripe for adjudication if it rests upon 'contingent future events that may not occur as anticipated, or indeed may not occur at all.'" *Texas v. United States*, 523 U.S. 296, 300 (1998)) (quoting *Thomas v. Union Carbide Agric. Prods. Co.*, 473 U.S. 568, 580–581 (1985)). Judge Rendlen has not suspended Briggs from practice and may chose not to do so. Therefore, Briggs has also not shown any certainly impending harm that will result from my not considering his request at this juncture. *Pennsylvania v. West Virginia*, 262 U.S. 553, 593 (1923) (must face at least an injury that is "certainly impending"); *Nebraska Pub. Power Dist.*, 234 F.3d at 1038 ("both the immediacy and size of the threatened harm impact the ripeness calculation - they must be significant.").

Having now failed to gain relief before the United States District Court, the Eighth Circuit Court of Appeals, and now this Bankruptcy Court, I trust that Briggs will retire this cause to the dugout, having taken his best swing three times and missed.

For the reasons stated, it is hereby

**ORDERED** that the relief requested in Briggs's *Motion for a Protective Order* is **DENIED** because it is not ripe. It is further

**ORDERED** that the hearing set by Briggs on October 7, 2015 on the *Motion for a Protective Order* is hereby **CANCELLED**.

DATED: September 1, 2015

St. Louis, Missouri



Barry S. Schermer  
United States Bankruptcy Judge

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**Attachment 222**

Order Allowing Critique Services L.L.C. to File Tax Documents in Support of its  
Assertion Regarding its Number of Employee(s)

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

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



**ORDER ALLOWING CRITIQUE SERVICES L.L.C. TO FILE TAX DOCUMENTS IN SUPPORT OF ITS ASSERTION REGARDING ITS NUMBER OF EMPLOYEE(S)**

On January 23, 2015, the Court entered an Order Compelling Turnover, directing certain persons, including Critique Services L.L.C., to turn over documents and information related to fees paid by the Debtors, purportedly for the legal services to be rendered. As part of its response to the turnover directive, Critique Services L.L.C. asserts that Beverly Holmes Diltz, the owner of Critique Services L.L.C., is (and, presumably, at all relevant times) the company's only employee. This claim is unsupported by any evidence, however. It cannot easily be reconciled with other representations made in these Cases or with facts known. Critique Services L.L.C. may file unredacted, complete copies of its federal and state tax returns filed for 2013 and 2014, including all IRS Forms 941 and other forms that may show the number of employees. Critique Services L.L.C. may file these documents with the Court under protection, so that no one but court staff can view the documents without a court order. However, if Critique Services L.L.C. files these documents, it must provide copies of the documents to the Trustees and the United States Trustee (the "UST"). The Trustees are directed not to distribute the documents beyond their respective offices and the UST is directed not to distribute the documents beyond the Executive Branch, without court authorization. Critique Services L.L.C. is not obligated to file the documents; the Court is merely affording Critique Services L.L.C. this opportunity to establish its claim regarding its number of employees.

DATED: August 20, 2015  
St. Louis, Missouri 63102  
mtc

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

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**Attachment 223**

Critique Services L.L.C.'s Response to the Order Allowing Critique Services L.L.C. to File Tax Documents in Support of its Assertion Regarding its Number of Employee(s)

**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 ORDER  
ALLOWING IT TO FILE TAX DOCUMENTS**

Critique Services, LLC objects to producing 941 forms for the reason that they are irrelevant and not discoverable given the fact that the fees have been repaid to all eight Debtors in the above eight captioned Motions to Disgorge. The Court is also seeking information beyond that permitted by the powers granted to it by the Bankruptcy Code. In spite of that objection, Critique Services, LLC states that Critique Services, LLC does not file 941 tax forms. It is a Limited Liability Company with only one member. As such, all income, for federal income tax purposes, becomes the income of the sole member to be reported on that member's tax returns in the same manner that a sole proprietor would report her/his income. Critique Services, LLC is, therefore, not required to file a 941 since its sole member is the only person that receives income. This limited liability company has no employee other than its sole member.

Critique Services, LLC declines to file any information concerning its taxes with the Federal Government. Such information is not relevant to any further inquiry by the Court concerning the eight Debtors because all fees have been repaid pursuant to these eight Motions to Disgorge. Critique Services, LLC's tax information is particularly not relevant because this Court is proceeding beyond the authority granted it under the Bankruptcy Code.

Respectfully submitted,

/s/ Laurence D. Mass  
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Attorney for Critique Services, LLC  
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Telephone: (314) 862-3333 ext. 20  
Facsimile: (314) 862-0605  
Email: [laurencedmass@att.net](mailto: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 Bankruptcy Court, Eastern District of Missouri by using the CM/ECF system, and that a copy will be served by the CM/ECF system upon those parties indicated by the CM/ECF system.

By: /s/ Laurence D. Mass

**Attachment 224**

Order Disregarding Critique Services L.L.C.'s Purported "Objections"



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

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

## **ORDER DISREGARDING CRITIQUE SERVICES L.L.C'S PURPORTED "OBJECTIONS"**

Currently pending before the Court is the issue of whether Critique Services L.L.C., along with two other respondents, should be sanctioned for failing to comply with the January 23, 2015 Order Compelling Turnover [Docket No. 52]. Over the course of the litigation of the turnover request, Critique Services L.L.C. has asserted, through a representation made by its attorney, Laurence Mass, that it has only one employee.

On August 20, 2015, the Court entered an Order Allowing Critique Services L.L.C. to File Tax Documents [Docket No. 113], allowing Critique Services L.L.C. to file tax documents, under protection, for the purpose of establishing its claim that it has only one employee. The Court did not require that Critique Services L.L.C. file such documents; it merely afforded Critique Services L.L.C. the opportunity to do so, if it wished.

On August 28, 2015, Critique Services L.L.C. filed a "Response" [Docket No. 116], in which it states that it "objects to producing 941 forms for the reason that they are irrelevant and not discoverable given the fact that the fees have been repaid to all eight Debtors in the above eight captioned Motions to Disgorge. The Court is also seeking information beyond that permitted by the powers granted to it by the Bankruptcy Code." The Court **ORDERS** that this "objection" be disregarded.<sup>1</sup> There is nothing to "object" to. An objection is made when a party seeks information to which it is not entitled (*e.g.*, in response to an impermissible question under oath, or to an overly broad discovery request). However, a party cannot "object" to a Court's offer to allow it to prove its own assertion of the facts. There is no pending request by a party here; there is no discovery request. No one is "seeking" anything from Critique Services L.L.C. Critique Services L.L.C. was merely provided with the opportunity to prove up its assertion about its number of employees. Critique Services L.L.C.'s objection is a procedurally inappropriate response.

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<sup>1</sup> In the alternative, the "objection" would be overruled for the same reasons.

In addition, in its Response, Critique Services L.L.C. states that it will not file any tax document, despite the Court's invitation, because tax information is not "relevant." If this, also, is an "objection," then it, too, is disregarded. Additionally, the Court notes that Critique Services L.L.C. is incorrect in its assertion of a lack of relevancy. The issue of whether Critique Services L.L.C. has one (or more than one) employee is relevant to the inquiry at issue here, including to the issue of whether Critique Services L.L.C. has been thoroughly responsive to the Order Compelling Turnover. And it was Critique Services L.L.C. that put into play the issue of how many employees it has, when it alleged that it has only one employee.

Boiled down, Critique Services L.L.C. declines the opportunity to file tax documents (whatever tax documents it might have—whether those are quarterly returns or IRS Forms 941 or otherwise) in support of its claim about the number of employees it has. This is Critique Services L.L.C.'s choice. As the Court stated, Critique Services L.L.C. is not compelled to file these documents. It is free to stand on the representation of Mr. Mass regarding the assertion that it has one employee. The Court will make its determinations of the facts relevant to pending sanctions issues based on the record before it.

DATED: August 28, 2015  
St. Louis, Missouri 63102  
mtc

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

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**Attachment 225**

Order Directing UST13 to File Copies of Tax Documents

**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/>		

## **DIRECTIVE TO THE U.S. TRUSTEE**

For the reasons set forth herein, the Court **ORDERS** the U.S. Trustee (the “UST”) to respond to the directive in Part IV related to tax documents that his Office may have in its possession, **no later than January 5, 2016**.

### **I. BACKGROUND**

James C. Robinson is the Debtors’ former attorney. He is part of the Critique Services Business, a “bankruptcy services” operation owned and operated by a non-attorney, Beverly Holmes Diltz. The nature of the operations of the Critique Services Business has been documented in various other cases before this Court. It is sufficient for purposes here to summarize as follows.

The Critique Services Business targets low-income, minority persons in metropolitan St. Louis. It is located at 3919 Washington Blvd., St. Louis, Missouri (the “Critique Services Business Office”). It is a massive operation. In 2013, Robinson filed more than a thousand cases and collected more than three-quarters of a million dollars in (reported) attorney’s fees.

The clients of the Critique Services Business believe that they are paying for legal representation in their bankruptcy cases; however, the Critique Services Business is in the business of the systematic unauthorized practice of law.<sup>1</sup> Diltz (through her company, Critique Services L.L.C.) contracts or otherwise affiliates with attorneys (the “Critique Services Attorneys”), under the pretense that the attorneys practice bankruptcy law and that she provides them “support” services. But the clients are dumped off onto non-attorney staff persons, and the signatures of the Critique Services Attorneys are affixed to documents prepared by non-attorney staff persons, to provide operational cover for the unauthorized practice of law. The Critique Services Attorneys do not collect their fees personally and have little (if any) direct contact with the clients. They do not meet with clients before the fees are collected; sometimes, they do not meet with the client before the case is filed, if at all. Often, they fail to file important

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<sup>1</sup> Diltz has peddled “bankruptcy services” in this District through “Critique”-named vehicles for almost twenty years. She also ran her business just across the river in the Southern District of Illinois until 2003, when the bankruptcy court in that district barred her from having a bankruptcy services business there.



documents, fail to return telephone calls, fail to appear at § 341 meetings, and fail to appear at contested hearings. The Critique Services Business Office is run such that telephone calls from clients are not returned and requests to meet with the attorneys are denied. Case mismanagement and client abandonment are standard operating procedures. The Critique Services Business lies to its clients, advising clients that dispositions are the result of the personal animus of the judge, rather than being the result of the attorneys' failure to render services.<sup>2</sup> Sadly, this operation has managed to escape significant consequences, for the most part, because of who it chooses to victimize: the working-poor—people who often are not in financial and life circumstances to permit them to take on the Critique Services Business when they are ripped off.

This is not to say that the activities occurring at the Critique Services Business have gone unnoticed. Since 1999, Diltz, along with her “Critique Services”-named entities and her revolving-door of attorneys, have been repeatedly sued by the UST for the unauthorized practice of law and other unlawful practices—in 1999, 2001, 2002, 2003, 2005, and 2014.<sup>3</sup> Just across the river in the Southern District of Illinois, in 2003, Diltz was permanently barred from doing any kind of business involving a case before the U.S Bankruptcy Court for the Southern District of Illinois.<sup>4</sup> On this side of the Mississippi, Diltz and her affiliated persons have been repeatedly enjoined from the unauthorized practice of law, most recently in 2007 in *Gargula v. Diltz, et al. (In re Hardge)* (Adv. Proc. No. 05-4254). Every attorney affiliated with the Critique Services

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<sup>2</sup> See, e.g., *In re Leander Young* (Case No. 15-44343).

<sup>3</sup> See *Pelofsky v. Holmes d/b/a Critique Service (In re Daniele M. Hamilton)* (Case No. 99-4065); *Pelofsky v. Holmes d/b/a Critique Service (In re Beatrice Bass)* (Case No. 01-4333); *In re Cicely Wayne* (Case No. 02-47990); *Rendlen v. Briggs, et al. (In re Thompson)* (Adv. Proc. No. 03-4003); *Gargula v. Diltz, et al. (In re Hardge)* (Adv. Proc. No. 05-4254); and *In re Terry L. and Averil May Williams, et al.* (Lead Case No. 14-44204).

<sup>4</sup> *In re Barry Bonner, et al.* (Bankr. S.D. Ill. Lead Case No. 03-30784).

Business (e.g., Leon Sutton,<sup>5</sup> George E. Hudspeth,<sup>6</sup> Ross H. Briggs,<sup>7</sup> and Dean D. Meriwether,<sup>8</sup> and most recently, Robert J. Dellamano<sup>9</sup>), except one,<sup>10</sup> has been suspended or disbarred for his activities with the Critique Services Business. On June 10, 2014, Robinson joined this list when he was suspended for his professionally reprehensible conduct during the litigation of a motion to disgorge attorney's fees brought by the debtor in *In re Latoya Steward* (Case No. 11-46399). In *In re Steward*, Robinson and Critique Services L.L.C. were sanctioned \$49,720.00 for contempt of court, abuse of process and making false statements in connection with their refusal to make discovery about their business, and Robinson and Elbert A. Walton, Jr. (his and Critique Services L.L.C.'s lawyer in *In re Steward*) were suspended from the privilege of practicing before this Court for their egregious conduct during the litigation.

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<sup>5</sup> In *In re Barry Bonner, et. al.* (Bankr. S.D. Ill. Lead Case No. 03-30784), Sutton was permanently disbarred from practicing law before the Illinois Bankruptcy Court. On May 24, 2004, Sutton was suspended on an interim basis by the Missouri Supreme Court; on May 10, 2006, he was disbarred by the Missouri Supreme Court (Missouri Supreme Court Case No. SC87525).

<sup>6</sup> On August 1, 2006, Hudspeth was disbarred by the Missouri Supreme Court (Missouri Supreme Court Case No. SC87881).

<sup>7</sup> In *In re Robert Wigfall, Jr.* (Bankr. S.D. Ill. Case No. 02-32059), Briggs was sanctioned by the U.S. Bankruptcy Court for the Southern District of Illinois (the "Illinois Bankruptcy Court") and suspended from filing new cases for three months. In 2003, in *Rendlen, UST v. Briggs, et al. (In re Thompson)* (Adv. Proc. No. 03-4003), Briggs was sanctioned by this Court and suspended from filing new cases for six months.

<sup>8</sup> In *In re Leander Young* (Case No. 15-44343), on December 7, 2015, Meriwether was suspended from the privilege of practicing before this Court until March 7, 2016.

<sup>9</sup> In *In re Matter of Court Business: Robert J. Dellamano* (Case No. 15-0402), on December 18, 2015, Dellamano was suspended from the privilege of practicing before this Court until March 7, 2016.

<sup>10</sup> Dedra Brock-Moore was affiliated with the Critique Services Business from August 2014 to August 2015. It is the Court's understanding that she has terminated her affiliation with the business.

## II. FACTS OF THESE CASES

Prior to being suspended, Robinson had been retained by each of the Debtors to represent them in their bankruptcy cases. Due to his suspension, Robinson could not render the services, either in all or part, for which he had been retained. However, following his suspension, Robinson did not return any of his unearned fees. Accordingly, between November 26, 2014 and December 10, 2014, the Court issued three Show Cause Orders, directing the chapter 7 case trustees (the "Trustees") to provide an accounting to the Court of the property of the estates, including property of the estate in the form of any of Robinson's unearned attorney's fees, and directing Robinson to show cause as to why the Court should not order disgorgement of his unearned fees pursuant to 11 U.S.C. § 329(b) and sanction him for failing to timely return unearned fees. Shortly after the issuance of the first two Show Cause Orders, Robinson hastily returned all the fees paid by the Debtors, then insisted that this return mooted all issues in the Show Cause Orders. Of course, Robinson's long-delayed return of his unearned fees resolved only the issue of whether disgorgement was required. Still pending were: (i) the accounting by the Trustees as to where this property of the estate had been for all these months (if the fees had been mishandled or hidden by Robinson, the Court needed to know); and (ii) the issue of whether it was proper to sanction Robinson for failing to timely return his unearned fees.

On December 12, 2014, the Trustees filed a Motion to Compel Turnover, seeking certain information necessary for their accounting. They sought turnover from Robinson, Critique Services L.L.C., and Ross H. Briggs (the attorney who took over representation of six of the eight Debtors following Robinson's suspension, and who himself has a long formal and informal affiliation with the Critique Services Business and Diltz). On January 23, 2015, the Court entered an Order Compelling Turnover, compelling Robinson, Critique Services L.L.C., and Briggs to turn over of the information pursuant to 11 U.S.C. § 542(e). The Order Compelling Turnover was not appealed.

Robinson and Critique Services L.L.C. thereafter each claimed not to have any information responsive to the turnover request. According to Robinson and

Critique Services L.L.C., between the two of them, there are no records of any sort to turn over—no ledgers, no deposit records, nothing. Robinson claimed that an unnamed person at the Critique Services Business Office was handed the Debtors’ fees and “receipted” them, and that he pocketed his fees when given to him (apparently without regard to whether the fees were earned and without holding them in trust until earned). He also claimed to have no documentation related to his handling of the fees and refused to explain where the fees had been held following his suspension—during which time, any portion of his fees that were unearned were property of the estate. Meanwhile, Critique Services L.L.C. explained its failure to make turnover by way of unsworn representations made by its attorney, Laurence Mass. First, Mass insisted that Critique Services L.L.C. did not provide bookkeeping services to Robinson. This claim made little sense. It is undisputed that the contract between Critique Services L.L.C. and Robinson provides that Critique Services L.L.C. will provide bookkeeping services to Robinson. Further, Robinson’s ignorance as to the specifics of how his fees were handled suggests that someone else does his bookkeeping. Second, Mass also claimed that Critique Services L.L.C. has only one employee, Diltz (apparently, to suggest that Critique Services L.L.C. could not have done the bookkeeping). However, this claim also made little sense. The contract with Robinson calls for Critique Services L.L.C. to provide to Robinson not only bookkeeping services, but also numerous other support services, and it is undisputed that non-attorney staff persons at the Critique Services Business Office—other than Diltz—provide these services.

### **III. ESTABLISHING WHO WORKS FOR CRITIQUE SERVICES L.L.C.**

Critique Services L.L.C. chose to put into play the issue of how many employees it has. However, in doing so, it provided no evidence in support of its claim that it has only one employee. Instead, it simply sent forth Mass, to insist on the truth of this claim. However, Mass has already had to file a “Memorandum of Clarification” [Docket No. 77] in these Cases, admitting that he made misleading and incorrect representations about his client in the course of these Cases. It appears that Critique Services L.L.C. might not be telling Mass

the whole story, resulting in Mass making representations to the Court about his client that are not accurate. To any degree, Mass's "representations"—which are unsworn, unsupported, and not subject to cross-examination by the Trustees—are not evidence. And, given Critique Services L.L.C.'s and Diltz's dubious reputations, and the notorious history of those affiliated with the Critique Services Business and their refusal to obey court orders requiring disclosure of information about their operations, the Court has no reason to believe any self-serving version of material facts claimed by Mass on behalf of his client.

The issue of how many persons are employed at Critique Services L.L.C. should be easy to clear up. Critique Services L.L.C.'s tax documents should reflect this information. In fact, on August 24, 2015, the Court invited Critique Services L.L.C. to file such tax documents, under protection from public viewing, to support its claim [Docket No. 115], to clear up the matter and establish the number of employees. However, Critique Services L.L.C. filed a response [Docket No. 116] stating that it would not provide any tax documents, inexplicably insisting that the tax documents are not relevant to Critique Services L.L.C.'s claim about the number of employees has—an issue that Critique Services L.L.C. raised.


The Court is done with this game of whack-a-mole. The contract says one thing, Critique Services L.L.C. says another, and Robinson says not much that is coherent (much less, anything that is specific). Meanwhile, Mass makes "representations" that are not evidence of anything—other than, perhaps, being evidence of the fact that his client does not want to offer any evidence to support its claims. No one is interested in actually establishing any fact; it is all an orchestrated finger-pointing effort meant to ensure that no one reveals anything of any substance.

#### **IV. DIRECTIVE**

Currently, the UST is in the discovery process with Critique Services L.L.C., Diltz and Robinson in the matters of *In re Terry L. and Averil Williams, et al.*, and may have requested tax documents of Critique Services L.L.C., given the nature of the claims brought by the UST in those matters. The Court hereby

**ORDERS** the UST to file copies of any tax documents of Critique Services L.L.C. (or Diltz, as the sole owner of Critique Services L.L.C.) for years 2013 and 2014 that his Office may have in its possession. These copies shall be filed in this Case, *In re Evette Nicole Reed* (Case No. 14-44818), under protection to prevent the viewing by the public without leave of Court, except that copies will be made available to the Trustees. If such tax documents were requested but were not provided, the UST is directed to file a statement specifying which documents were requested and the ground or reason given by Critique Services L.L.C. (or Diltz, as the sole owner of Critique Services L.L.C.) for the failure or refusal to provide the requested documents. The UST is directed to perform as set forth herein **no later than January 5, 2016**.

DATED: December 28, 2015  
St. Louis, Missouri 63102  
mtc

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

**COPY MAILED TO:**

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Post Office Box 58628  
St. Louis, MO 63158

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

**Office of US Trustee**  
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**Beverly Holmes Diltz And Critique Services L.L.C**

Through their counsel, Laurence Mass  
230 S Bemiston Ave Suite  
1200 Clayton, MO 63105

**Laurence D. Mass**

230 S Bemiston Ave  
Suite 1200  
Clayton, MO 63105

**Attachment 226**

UST13's Response to the Order Directing UST13  
to File Copies of Tax Documents



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

**In re:** )  
 )  
**EVETTE NICOLE REED, et al.** ) **Case No. 14-44818-705**  
 )  
**Debtors.** )

**RESPONSE OF THE UNITED STATES TRUSTEE TO THE COURT'S  
DECEMBER 28, 2015 DIRECTIVE**

Now comes Daniel J. Casamatta, the Acting United States Trustee for Region 13, by and through his undersigned counsel of record, and files the following response to the Court's December 28, 2015 Directive to the United States Trustee (ECF Dkt. #123):

1. On December 28, 2015, the Court issued a directive to the United States Trustee to file, no later than January 5, 2016, copies of any 2013 and 2014 tax returns or documents for Critique Services, L.L.C. or Beverly Holmes Diltz which may be in the possession of the United States Trustee. Further the Court directed that "[i]f such tax documents were requested but were not provided, the UST is directed to file a statement specifying which documents were requested and the ground or reason given by Critique Services, L.L.C. (or Diltz, as the sole owner of Critique Services, L.L.C.) for the failure or refusal to provide the requested documents." Directive to the U.S. Trustee, ECF Dkt. #123 at 8 (December 28, 2015).
2. The United States Trustee is not in possession of any tax information or documents for either Critique Services or Ms. Diltz for 2013 and 2014.
3. During a discovery deposition of Ms. Diltz conducted on July 22, 2015 in connection with the matter of *In re Rehva Renee Ericks*, Case No. 14-44248-659 now pending in this Court, Ms. Diltz was questioned by counsel for the United States Trustee

concerning the filing of tax returns for Critique Services. Ms. Diltz testified no tax returns have been filed for Critique Services in the last three years. *Transcript of the Deposition of Beverly Holmes Diltz* at 50:7-9 (attached as Exhibit "A"). Additionally, Ms. Diltz testified she has not filed personal tax returns in the past three years. *Id.* at 52:13-21.

4. The United States Trustee has requested that Ms. Diltz provide copies of all tax returns filed both by Critique Services and personally since the 2007 consent judgment, but has not received any such documents. *Id.* at 53:4-54:4.

Dated: January 5, 2016

Respectfully submitted,  
Daniel J. Casamatta  
ACTING UNITED STATES TRUSTEE

BY: /s/ Adam E. Miller  
Adam E. Miller, E.D. Bar No. 65429MO  
Office of the United States Trustee  
Charles Evans Whittaker Courthouse  
400 East 9<sup>th</sup> Street, Room 3440  
Kansas City, MO 64106  
(816) 512-1940  
(816) 512-1967 Telecopier  
adam.e.miller@usdoj.gov

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing was served this 5th day of January, 2016 upon all parties receiving electronic notice, including counsel for the Debtor, counsel for the Chapter 7 Trustee and counsel for Critique Services LLC. To the extent those parties do not receive electronic notification, they have been served by United States first class mail.

/s/ Adam E. Miller  
Adam E. Miller

**Attachment 227**

Transcript of July 22, 2015 deposition of Diltz in *In re Ericks*

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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

IN RE:  
REHVA RENEE ERICKS  
Case No. 14-44248-659

DEPOSITION OF BEVERLY HOLMES DILTZ  
TAKEN ON BEHALF OF THE PLAINTIFF

JULY 22, 2015

(Starting time of deposition: 10:00 a.m.)

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PLAINTIFF EXHIBITS

EXHIBIT NUMBER	DESCRIPTION	PAGE MKD.
Exhibit 1	Settlement Agreement and Court Order	18

(Original exhibits were retained by the Court Reporter and will be copied and attached to copies of the transcript.)





1 IT IS HEREBY STIPULATED AND AGREED, by and  
2 between counsel for the Plaintiff and counsel for the  
3 Debtor that this deposition may be taken in shorthand  
4 by Amy A. Victoria, Certified Court Reporter, and  
5 afterwards transcribed into typewriting; and the  
6 signature of the witness is expressly reserved.

7 \* \* \* \* \*

8 BEVERLY HOLMES DILTZ,  
9 of lawful age, produced, sworn and examined on behalf  
10 of the Plaintiff, deposes and says:

11

12 DIRECT EXAMINATION

13 QUESTIONS BY MR. RANDOLPH:

14 MR. RANDOLPH: My name is Paul Randolph.  
15 I'm with the office of the United States Trustee.

16 And Counsel, did you want to make your  
17 appearance.

18 MR. MASS: I'm Laurence Mass. I'm the  
19 attorney for Beverly Holmes Diltz and Critique  
20 Services, LLC.

21 **Q. (Mr. Randolph) We're here for the**  
22 **deposition of Beverly Holmes Diltz. And Ms. Diltz,**  
23 **you are Beverly Holmes Diltz?**

24 A. I'm Beverly Holmes Diltz.

25 **Q. Okay. It's July 22nd, 2015, approximately,**



1 10:02 a.m.

2 And Ms. Diltz, we're here pursuant to a  
3 notice of deposition that was issued by our office,  
4 the U.S. Trustees Office, in connection with four  
5 proceedings that are before the U.S. Bankruptcy Court.

6 Do you realize that?

7 A. Yes, I do.

8 Q. Okay. And how do you prefer your name to  
9 be spelled, is it with a hyphen or without? My  
10 assistant and I were going back and forth.

11 A. It's without.

12 Q. Without. Okay. Great. And you realize  
13 that you are under oath, correct?

14 A. I am.

15 Q. Okay. And do you have any health issues,  
16 or are you on any medicines, or anything of that  
17 nature which might affect your testimony here today?

18 A. No.

19 Q. Okay. Well, just as far as the ground  
20 rules, you realize that we have a court reporter, and  
21 that everything that's said in the room will be on the  
22 record unless your counsel and I agree to go off the  
23 record. Do you realize that?

24 A. Yes.

25 Q. Okay. And since you are testifying under

1 oath, you realize that it would be subject to  
2 prosecution for penalty of perjury technically if you  
3 knowingly stated something that was false or not  
4 correct. Do you realize that?

5 A. I do.

6 Q. Okay. And also there's a separate  
7 provision that even if we were not under oath in  
8 providing statements to the Department of Justice, and  
9 I work for the Department of Justice, might also  
10 constitute a crime. Do you realize that?

11 A. Yes, I do.

12 Q. Okay. Thank you. All right. So and how  
13 do you prefer that I address you here today?

14 A. Just simply Beverly.

15 Q. Okay.

16 MR. RANDOLPH: Counsel, you --

17 MR. MASS: Yes.

18 MR. RANDOLPH: Okay. Great.

19 Q. (Mr. Randolph) Well, Beverly, where do you  
20 reside?

21 A. St. Louis, Missouri.

22 Q. Okay. What is your address?

23 A. 4009 Westminster Place, St. Louis,  
24 Missouri, 63108.

25 Q. And how long have you resided there,

1     **approximately?**

2             A.    About thirteen years.

3             **Q.    Do you have any other residences?**

4             A.    That is my primary residence.

5             **Q.    Okay.  And do you own or rent that**  
6 **property?**

7             A.    Own.

8             **Q.    Okay.  Do you own that with someone else?**

9             A.    Yes, my spouse.

10            **Q.    Okay.  So you are married?**

11            A.    Yes.

12            **Q.    Okay.  And what's that individual's name?**

13            A.    Antoine Diltz.

14            **Q.    Okay.  And, approximately, how long have**  
15 **you been married?**

16            A.    Give me a second, thirteen years.

17            **Q.    Can you describe your educational**  
18 **background?**

19            A.    Associate's Degree.

20            **Q.    Okay.  So high school diploma then**  
21 **associate's, two year degree?**

22            A.    Yes.

23            **Q.    Okay.  And what was that in?**

24            A.    General studies.

25            **Q.    And where did you receive that?**

1 A. Forest Park Community College.

2 Q. Okay. And, approximately, how long ago?

3 A. Two years ago.

4 Q. Do you possess any degrees or special  
5 training regarding the legal profession or the  
6 practice of law?

7 A. No.

8 Q. Do you have a paralegal's degree?

9 A. No.

10 Q. Then, of course, you don't have a law  
11 degree?

12 A. No.

13 Q. Okay. Do you have an occupation or career  
14 at this time?

15 A. Yes.

16 Q. And what is that?

17 A. Business owner.

18 Q. And more specifically, what businesses do  
19 you own?

20 A. Critique Service, LLC.

21 Q. Is that the only business you own or have  
22 an ownership interest in?

23 A. I have rental property.

24 Q. And I don't mean to put words in your  
25 mouth, but is that rental property that perhaps you

1 and your spouse own, but it has no connection with  
2 your Critique Services businesses?

3 A. That's true.

4 Q. Okay. And just curious, how many rental  
5 properties do you have?

6 A. Six.

7 Q. So are those residences?

8 A. One is commercial, and the rest are  
9 residential.

10 Q. The commercial property, where is that  
11 located?

12 A. On Newby.

13 Q. N-E-W-B-Y?

14 A. Yes. I don't have the address, but it's on  
15 Newby.

16 Q. And that's in St. Louis?

17 A. St. Louis City.

18 Q. And are you merely the landlord there?

19 A. Yes.

20 Q. So Critique Services doesn't conduct any  
21 business there?

22 A. No.

23 Q. Critique Services, and I'll use that  
24 shorthand. If you don't mind, I'll use Critique for  
25 Critique Services when we're referring to Critique

1 **Services, LLC?**

2 A. Okay.

3 **Q. All right. How long have you owned an**  
4 **interest in that?**

5 A. Since 1995.

6 **Q. And how did you come about owning an**  
7 **interest in that?**

8 A. I began as a petition preparer, BPP, a  
9 bankruptcy petition preparer.

10 **Q. And just to give me some background, how**  
11 **did that come about? How did you become interested in**  
12 **that occupation or career?**

13 A. I was preparing documents for attorneys,  
14 divorce petitions, bankruptcy petitions, and so forth,  
15 and I began to offer that service to the general  
16 public as well.

17 **Q. Okay. So prior to forming Critique**  
18 **Services, did you work for a law firm or for an**  
19 **attorney?**

20 A. Yes.

21 **Q. And what attorney or what law firm?**

22 A. Attorney Henry Thomas was the attorney at  
23 the time.

24 **Q. Now, Critique Services is a Limited**  
25 **Liability Company, correct?**

1 A. Yes.

2 Q. And besides yourself, are there any other  
3 members?

4 A. No.

5 Q. You're the one hundred percent owner?

6 A. Yes.

7 Q. And that's been the case since it was  
8 formed?

9 A. Yes.

10 Q. Okay. And I just want to clarify for the  
11 record, it was formed in 1995 when you began the BPP  
12 services?

13 A. Yes.

14 Q. Now, at one point, there was another LLC,  
15 wasn't there, called Critique Legal Services, LLC?

16 A. Yes.

17 Q. Okay. And were you also the sole owner of  
18 that?

19 A. I believe so.

20 Q. Okay. And what was the purpose of that  
21 company or?

22 A. That one, that name surrounded either an  
23 agreement with another attorney, or I believe that  
24 agreement surrounded an agreement with another  
25 attorney.

1           **Q. Did Critique Legal Services also provide**  
2 **bankruptcy petition preparation services?**

3           A. Yes.

4           **Q. Okay. Now, your counsel provided paperwork**  
5 **that indicated that Critique Legal Services was**  
6 **terminated sometime in 2003; is that correct?**

7           A. Yes.

8           **Q. And what were the circumstances behind its**  
9 **termination?**

10          A. I believe the termination had to do with  
11 another settlement agreement with the U.S. Trustee's  
12 Office to eliminate the name legal. Maybe a 2004  
13 agreement, possibly, if there's such a one.

14          **Q. Okay. I don't know if it was 2004, it**  
15 **might have been 2003 when you filed the paperwork with**  
16 **the Missouri Secretary of State.**

17          A. Okay. So be it.

18          **Q. Yeah. Okay. And just to clarify, are you**  
19 **a member or associated formerly with any other**  
20 **business entity other than the current Critique**  
21 **Services?**

22          A. There is a business entity pending.

23          **Q. Now, I could assume what you mean by**  
24 **pending, but can you clarify it for the record what**  
25 **you mean by that?**



1           A.    My husband has made applications to the  
2 state for an adult daycare.

3           **Q.    So that pending business has nothing**  
4 **whatsoever to do with bankruptcy, or the law practice,**  
5 **or preparation of legal documents?**

6           A.    Not at all associated.

7           **Q.    And what is the current address for**  
8 **Critique Services?**

9           A.    3919 Washington Avenue, St. Louis,  
10 Missouri, 63108.

11          **Q.    And how long has it been located there?**

12          A.    Since January of 2009.

13          **Q.    Where was it located prior to that?**

14          A.    4144 Lindell, St. Louis, Missouri, 63108.

15          **Q.    Now, the premises where Critique Services**  
16 **is located now, is that a commercial building?**

17          A.    Yes.

18          **Q.    Is it the only business located at that**  
19 **address?**

20          A.    No.

21          **Q.    Do you know how many other businesses or**  
22 **offices are located there?**

23          A.    Three.

24          **Q.    And are any of those connected in any way**  
25 **with Critique Services?**

1 A. Yes.

2 Q. And how is that?

3 A. There are attorneys that operate their  
4 businesses out of the office of Critique Service  
5 located at 3919 Washington.

6 Q. So, and maybe we should be more specific.  
7 So Critique Services, is there a suite or office  
8 number associated with that?

9 A. No.

10 Q. Okay. So can you describe the physical  
11 layout, I've never been there, for me. Is it a one  
12 story commercial building, or is there one office, or  
13 what's the setup?

14 A. It's a two story building with multiple  
15 conference areas as well as multiple offices.

16 Q. So the office area, is that, is it one  
17 office area but within the office area it's divided  
18 into individual offices, just like in this space we  
19 are in now. Mr. Mass has an office, or another  
20 attorney may have their own individual space?

21 A. That's correct.

22 Q. Okay. So is there one entrance to 3919  
23 Washington for the public?

24 A. No, there's two entrances.

25 Q. Okay. But it all leads to the same lobby

1 or open area; is that correct?

2 A. Yes.

3 Q. Now, is there a lease? Is that space  
4 leased?

5 A. To others, yes.

6 Q. Does Critique Services lease that space?

7 A. No.

8 Q. Okay. And how does Critique Services own  
9 the building?

10 A. Critique Services leases the space from  
11 Beverly Diltz who owns the building.

12 Q. Okay. So you own the building at 3919  
13 Washington?

14 A. Yes.

15 Q. Okay. So that, was that the one commercial  
16 property you were referring to?

17 A. No.

18 Q. Oh, okay. That's what I was trying to...

19 All right. So in addition to the one commercial  
20 property and then the residences, you also own 3919

21 Washington Avenue?

22 A. Yes.

23 Q. Okay. And do you own that individually?

24 A. Yes.

25 Q. Okay. So your spouse does not have an

1 **ownership interest in that?**

2 A. He does. According to the State of  
3 Missouri, he does.

4 **Q. Okay. So what, if you know, how is the**  
5 **building titled?**

6 A. My name.

7 **Q. And how long have you owned this space, the**  
8 **3919 Washington?**

9 A. I believe it was purchased in 2008.

10 **Q. Now, we referred to your career previously,**  
11 **and I just want to clarify, how do you personally**  
12 **derive your income, you personally?**

13 A. My income is generated for leasing of my  
14 property or properties to others. The licensing of my  
15 name, business name, Critique Service as a d/b/a to  
16 others. I lease equipment, office space, and other  
17 services to attorneys.

18 **Q. And that's it as far as how you derive your**  
19 **personal income?**

20 A. Well, income is generated from properties  
21 that I have owned and sold, it's generated for a  
22 settlement agreement signed by Kathy Surratt-States,  
23 Judge Kathy Surratt-States, consistent with the  
24 services that I'm allowed to give with that, to  
25 provide to others.

1 MR. MASS: Talk up a little louder.

2 THE WITNESS: Okay. I'm sorry.

3 Q. (Mr. Randolph) And since you just mentioned  
4 it then, when you referred to a settlement agreement,  
5 you're referring to a settlement agreement that was  
6 signed by you and entered or approved by the  
7 Bankruptcy Court in 2007; is that correct?

8 A. That's correct.

9 Q. Okay. And I'm handing to you a copy, and  
10 if you can review that and tell me whether you think  
11 that appears to be a true and correct copy of that  
12 settlement agreement?

13 A. It does.

14 Q. Okay.

15 A. It does.

16 (Deposition Exhibit No. 1, Settlement  
17 Agreement and Court Order.)

18 Q. All right. So I've provided to the court  
19 reporter, and it's been marked as Exhibit 1.

20 MR. RANDOLPH: And Counsel, do you need a  
21 copy?

22 MR. MASS: Well, we can share one.

23 MR. RANDOLPH: Okay.

24 Q. (Mr. Randolph) And I just want to make  
25 sure, what is your husband's occupation?

1 A. Firefighter.

2 Q. And does he provide any services whatsoever  
3 in connection with Critique Services?

4 A. No.

5 Q. And are you familiar with the terms of the  
6 settlement agreement that you just referred to?

7 A. Yes.

8 Q. And that agreement, at the time that you  
9 entered into that agreement, you were also represented  
10 by Mr. Mass here today?

11 A. Yes.

12 Q. And you authorized him to sign that as your  
13 counsel at that time?

14 A. Yes.

15 Q. And you signed that at that time, correct?

16 A. Yes.

17 Q. The reason is these have typewritten  
18 signatures on them. So I just want to verify that you  
19 actually did provide an actual signature to it?

20 A. Yes.

21 Q. Did you at any point instruct your attorney  
22 to rescind or cancel the settlement?

23 A. No.

24 Q. Did you instruct your attorney or take any  
25 steps to appeal the settlement once it was approved by

1 **the Bankruptcy Court?**

2 MR. MASS: I'm going to object. I didn't  
3 object to the last question with regard to what she  
4 instructed me because that's attorney client  
5 privilege. I think it would be fair to ask her if she  
6 ever rescinded it or appealed it.

7 MR. RANDOLPH: Right, right. No, I  
8 understand.

9 **Q. (Mr. Randolph) Did you ever rescind this**  
10 **settlement agreement?**

11 A. No.

12 **Q. Did you ever appeal or take steps to appeal**  
13 **the agreement?**

14 A. No.

15 **Q. Did you ever file any actions with the**  
16 **Bankruptcy Court or any other Court to have the**  
17 **agreement modified or revised?**

18 A. No.

19 **Q. So do you agree that you and Critique**  
20 **Services are bound by the terms of the settlement?**

21 A. Yes.

22 **Q. Now, the settlement actually has a defined**  
23 **term in there, and for the purpose of making things**  
24 **efficient today, the defined term in the settlement**  
25 **agreement refers to you personally, then it refers to**

1 Critique Services as Defendant Diltz and her  
2 interests. And certainly we don't want to go through  
3 this deposition with that long title. So what I'll do  
4 is when I refer to the settlement agreement and I say  
5 you, I'm referring to you personally and to Critique  
6 Services.

7 MR. RANDOLPH: Is that acceptable to you,  
8 Counsel?

9 MR. MASS: Yes.

10 Q. (Mr. Randolph) Okay. And if there is a  
11 question in connection with the settlement agreement  
12 where I need to just refer to you individually, I'll  
13 so state. Do you understand?

14 A. Yes.

15 Q. Okay. Now, if you look at the settlement  
16 agreement on page 2, paragraph three begins a list of  
17 services that you agree to provide to any attorney or  
18 business organization that would be involved in the  
19 law practice, correct?

20 A. Yes.

21 Q. Okay. So the first services in subsection  
22 A, which says: Office facilities and equipment. Can  
23 you describe for me how Critique Services and you  
24 provide office facilities and equipment to attorneys  
25 or to law practices?



1           A.   Collectively number three is provided to  
2 attorneys by invoice. Their invoice for the following  
3 services in number three.

4           **Q.   Okay. Are there agreements that are**  
5 **entered into between Critique Services and/or you**  
6 **individually with attorneys?**

7           A.   Yes.

8           **Q.   Okay. And can you describe those**  
9 **agreements?**

10          A.   Those agreements are the contracts that are  
11 between the attorneys and Critique, LLC, is consistent  
12 with this settlement agreement.

13          **Q.   And can you be more specific?**

14          A.   The terms set forth in this agreement are  
15 the terms set forth in the contracts that I have with  
16 the attorneys.

17          **Q.   So every contract or agreement that's**  
18 **entered into with an attorney, does it either attach a**  
19 **copy of the settlement agreement, or does it**  
20 **incorporate all the terms of this settlement**  
21 **agreement?**

22          A.   It incorporates the terms of the settlement  
23 agreement.

24          **Q.   Okay. And how does do it that? Is it**  
25 **attached to the contract with the attorney, or how**

1 does the attorney know what the terms are?

2 A. It's spelled out in the contract.

3 Q. Okay. So this settlement agreement isn't  
4 stapled or attached to the contract, it actually is,  
5 the verbiage is lifted from the settlement agreement  
6 and put into the contract that you have the attorney  
7 sign?

8 A. Yes.

9 Q. And that, and all the terms in the  
10 settlement agreement are contained in those contracts?

11 A. Most, not verbatim. It's most of the  
12 allowed services from number three and possibly other  
13 areas of the settlement agreement.

14 Q. Okay. But specifically, the office  
15 facilities and equipment, then do the attorneys who  
16 enter into that contract with you, for lack of a  
17 better term, lease Critique Service's office space and  
18 equipment from Critique Services?

19 A. Yes.

20 Q. Okay. And is there a formula as to how  
21 they are billed for those?

22 A. Yes. They receive an invoice for services,  
23 an itemized invoice for services.

24 Q. Right now I'm just talking about the  
25 physical space. How are they charged for the physical

1 space? Sometimes, for instance, if someone leases an  
2 office space from someone, it's by square footage,  
3 that's how they calculate it as far as just physical  
4 space. So not the services themselves, but how's the  
5 physical space billed or charged to the attorney?

6 A. There's a set dollar amount for the leasing  
7 of the space.

8 Q. Okay. And what is that set dollar amount?

9 A. Well, I don't have a lease or that  
10 information in front of me. With Miss -- well, it  
11 varies from attorney to attorney.

12 Q. And how do you mean?

13 A. Well, I believe the set amount for a  
14 particular attorney, and maybe more than one attorney,  
15 is, approximately, \$5,000 for the leasing of the two  
16 story building and access to all areas of that  
17 building.

18 Q. \$5,000. And what's the term of that, is  
19 that a month?

20 A. Monthly.

21 Q. Okay. Okay. Now, we've been referring to  
22 contracts that are entered into between Critique  
23 Services and attorneys. So let's go back to when the  
24 2007 settlement was approved by the Bankruptcy Court.  
25 And correct me if I'm wrong, was the first attorney

1 who entered into a contract with Critique Services  
2 James Robinson after the approval of the settlement  
3 agreement?

4 A. Yes.

5 Q. And do you have a copy, you may not today,  
6 but do you have a copy of the contract that you  
7 entered into, or that Critique Services entered into  
8 with Mr. Robinson?

9 A. Yes.

10 Q. Okay.

11 MR. MASS: I thought we had given that to  
12 you, and we certainly just recently filed it in Court  
13 with those eight cases.

14 MR. RANDOLPH: That Judge Rendlen --

15 MR. MASS: Rendlen has. And I think you're  
16 on the distribution list.

17 MR. RANDOLPH: Right. I saw one. Now, the  
18 contract that I saw didn't have all the terms in it  
19 that Ms. Diltz referred to here today. So I'm  
20 thinking maybe there's some other contract that I  
21 wasn't aware of.

22 MR. MASS: If that was the contract dated,  
23 I forgot the specific date, but August 2007 between  
24 Critique Services and James Robinson, that's the only  
25 contract.

1 MR. RANDOLPH: Okay. So there are no  
2 attachments or anything of?

3 MR. MASS: To that contract, no.

4 Q. (Mr. Randolph) And Beverly, would you agree  
5 with what your counsel just stated?

6 A. Yes.

7 Q. Okay. And after Mr. Robinson, if you  
8 recall, who was the next attorney that entered into a  
9 contract with Critique Services?

10 A. Attorney Dean Meriweather.

11 Q. And was that in 2014?

12 A. Yes.

13 Q. Last fall?

14 A. Yes.

15 Q. Now, I did receive a notice that he had  
16 entered into contract. I don't think I've seen that  
17 actual contract itself. Would you be able to provide  
18 a copy of that?

19 A. Yes.

20 Q. Okay. And after Mr. Meriweather, any other  
21 attorneys that have entered into contracts?

22 A. Yes.

23 Q. And who are those?

24 A. Attorney Diedre Brock-Moore.

25 Q. And when, approximately, was that?

1           A.    Either late 2014 or early 2015, but I do  
2 believe it's 2014.

3           **Q.    And by late, are you talking about**  
4 **November, December?**

5           A.    Yes.

6           **Q.    Now, Ms. Brock-Moore started to sign**  
7 **petitions when she replaced James Robinson, and those**  
8 **had that 3919 address on them as early as July**  
9 **of 2014?**

10          A.    That's correct.

11          **Q.    Okay. And was there an arrangement, an**  
12 **informal arrangement with her prior to November 2014?**

13          A.    I don't believe we had, there wasn't an  
14 agreement. I believe that agreement was between her  
15 and Mr. Robinson.

16          **Q.    Okay. So the agreement that you had with**  
17 **Mr. Robinson, did that give him the freedom or**  
18 **latitude to subcontract with other attorneys without**  
19 **first getting your approval?**

20          A.    There was an unusual situation that  
21 occurred once he was suspended. He needed to have his  
22 clients, former clients represented by another  
23 attorney. So they had an agreement that  
24 Ms. Brock-Moore assumed his cases or clients.

25          **Q.    And was that with your assent?**

1 A. I had no objection to it.

2 Q. So you knew about it?

3 A. I was aware of it, yes.

4 Q. And you did not tell him, no, I don't agree  
5 with this, or, no, I don't want her working out of my  
6 space?

7 A. Correct.

8 Q. Now, we've talked about Mr. Robinson,  
9 Mr. Meriweather, Ms. Brock-Moore, is there another  
10 attorney who you or who Critique has recently  
11 contracted with to provide legal services?

12 A. No.

13 Q. Okay.

14 MR. RANDOLPH: And maybe I mischaracterized  
15 that. So why don't you characterize with me, Counsel,  
16 I got an e-mail from you indicating that --

17 MR. MASS: Right.

18 MR. RANDOLPH: -- another attorney was  
19 going to begin working out of the 3919 space.

20 MR. MASS: Right.

21 Q. (Mr. Randolph) Do you know that attorney's  
22 name, Beverly?

23 A. I do know the name, not the full name.  
24 It's Robert.

25 MR. MASS: Does it begin D-E-L?

1 THE COURT REPORTER: D-E-L?

2 MR. MASS: Yeah, and that's just the  
3 beginning of the name. I don't remember it right now.

4 A. Yeah, I can't, I don't know his. I'm  
5 familiar with the name. I know that he's coming  
6 aboard. His agreement is not with me, it is with the  
7 attorney.

8 Q. (Mr. Randolph) With what attorney?

9 A. Dean Meriweather.

10 Q. So Mr. Meriweather, for lack of a better  
11 term, hired this other attorney?

12 A. That's correct.

13 Q. Okay. And was that with your assent or  
14 approval?

15 A. I had no objections to him hiring another  
16 attorney.

17 Q. Okay. So I figure since you own the space,  
18 you certainly want to know who's going to be working  
19 in your space; is that correct?

20 A. I know that Mr. Meriweather had a need to  
21 have additional counsel, and he was hiring another  
22 attorney for that purpose.

23 Q. Okay. Did Mr. Meriweather provide you with  
24 any sort of document that memorialized the arrangement  
25 between him and the new attorney?



1 A. No.

2 Q. Okay. Did he indicate that he's going to  
3 provide you with that?

4 A. No.

5 Q. How were you notified about that new  
6 arrangement?

7 A. Mr. Meriweather told me that he hired a new  
8 attorney.

9 Q. Okay. And when, approximately, was that?

10 A. About a month ago.

11 Q. And how did he tell you, was that verbally?

12 A. Yes.

13 Q. And did he follow-up with any sort of  
14 correspondence or anything of that nature?

15 A. With me?

16 Q. To you or to Critique Services?

17 A. No.

18 Q. And as far as you know, did he provide  
19 anything to Critique Service's counsel?

20 MR. MASS: Oh, I got nothing from Dean.

21 MR. RANDOLPH: Okay.

22 MR. MASS: No. I mean we should produce to  
23 you whatever I got, if it was separate from her. No,  
24 I have nothing from Dean. I never met Dean.

25 MR. RANDOLPH: You've never met Dean?

1 MR. MASS: No.

2 MR. RANDOLPH: Okay.

3 MR. MASS: And I don't recall ever talking  
4 to him frankly. But, I mean, I may have about  
5 something random, but I don't recall. Although, I'm  
6 not under oath per se but...

7 MR. RANDOLPH: Right, right.

8 MR. MASS: I simply, I've never met Dean.  
9 I met James, and I met Diedre.

10 Q. (Mr. Randolph) Okay. And we've referred  
11 to, of course, James Robinson, Diedre Brock-Moore,  
12 Dean Meriweather, and the new attorney whose last name  
13 begins with a D. We'll agree with that?

14 MR. MASS: Right.

15 Q. (Mr. Randolph) Was there, since the 2007  
16 settlement was approved, did any other attorney either  
17 sublease space or work out of the Critique Services  
18 location at 3919 for even a short period of time?

19 A. No.

20 Q. Okay. Do you know a Ross Briggs?

21 A. Yes.

22 Q. Okay. And how do you know Mr. Briggs?

23 A. We once upon a time had an agreement, a  
24 working agreement.

25 Q. Okay. What kind of working agreement?

1           A.    The one very similar to the one we've  
2   discussed with Robinson, that agreement was terminated  
3   August of 2012 and our relationship was never at 3919,  
4   it was at 4144 Lindell.

5           MR. MASS:  I'm going to correct something.  
6   You know what, after I talked about it, I may have met  
7   Dean somewhere.  I just don't have any specific  
8   recollection, and I had no real substantive  
9   discussion, if I did, other than to say hello.

10          MR. RANDOLPH:  Not that it's real pertinent  
11   to this, but just to refresh your memory, he was part  
12   of that meeting that we had at the U.S. Trustee's  
13   office.

14          MR. MASS:  Oh, was he?

15          MR. RANDOLPH:  In November of 2014.  He  
16   joined us about ten minutes into the meeting.

17          MR. MASS:  Okay.  Then it's my mistake, but  
18   I don't recall talking to him in any substantive way.

19          MR. RANDOLPH:  Okay.

20          MR. MASS:  Other than what he may have said  
21   in that meeting.

22          MR. RANDOLPH:  Okay.

23           **Q.    (Mr. Randolph) And Beverly, I just want to**  
24   **make sure I have my timeline correct.  So the 3919**  
25   **Washington was purchased in 2008?**

1 A. Yes.

2 Q. Okay. And did legal services begin to be  
3 provided there right away, or did the building lie  
4 vacant for a period of time?

5 A. When purchased in 2008, there was  
6 renovation. We moved to that location January 2009  
7 when the renovation was completed.

8 Q. Okay. So in January of 2009, you had an  
9 agreement with Mr. Briggs similar to that with  
10 Mr. Robinson, correct?

11 A. Yes.

12 Q. Okay.

13 A. An oral agreement.

14 Q. An oral agreement. Okay. I could assume,  
15 but I don't want to, what were the basic terms of that  
16 oral agreement?

17 A. He had use of the name, and there was  
18 expenses that he would pay for.

19 Q. Okay. What type of expenses?

20 A. Rent, advertisement, standard operating  
21 cost expenses.

22 Q. Rent for what?

23 A. Well, at that particular time, we were  
24 leasing several spaces in the Lindell Professional  
25 Building.

1           **Q.    4144 Lindell?**

2           A.    That's correct.  When we did move, when we  
3 did move, Mr. Briggs remained in the space, or shortly  
4 after moved to a different space to accommodate him.

5           **Q.    Okay.  The 4144 space, was that leased by**  
6 **you or by Critique Services?**

7           A.    I can't, I can't recall.  I believe it was  
8 my --

9           **Q.    You didn't own that building, did you?**

10          A.    No.  I believe myself as an individual to  
11 operate the business Critique Service, LLC.

12          **Q.    So you didn't own it.  So that means that**  
13 **you leased it?**

14          A.    Yes.

15          **Q.    Okay.  Do you remember the landlord from**  
16 **whom you leased it?**

17          A.    Lisa and Ed.  Lisa and Ed.

18          **Q.    Lisa and Ed?**

19          A.    They were the managers.

20          **Q.    Okay.**

21          A.    Okay.  Go ahead.

22          **Q.    You don't recall their last name?**

23          A.    No.

24          **Q.    Okay.  Did they have any connection**  
25 **whatsoever to Critique Services?**

1 A. No.

2 Q. Other than the leasing arrangement?

3 A. No.

4 Q. They were purely commercial landlords with  
5 whom Critique or you had an agreement to rent space?

6 A. Yes.

7 Q. Okay.

8 MR. MASS: Or they may have been working  
9 for the commercial landlord.

10 Q. Or working --

11 MR. MASS: They were the managers of the  
12 building.

13 MR. RANDOLPH: Right, right.

14 A. Yeah.

15 Q. (Mr. Randolph) Strictly the business  
16 relationship and that's it?

17 A. That's it.

18 Q. Okay. And if you need to take a break,  
19 just say so, and we can go off the record.

20 A. No, it's just a cough drop wearing off.

21 Q. Okay. So the relationship with Mr. Briggs  
22 you said terminated in August of 2012?

23 A. Uh-huh. Yes, August of 2012.

24 Q. All right. So prior to that time, he also  
25 was able to use, for instance, the phone number of

1 Critique Services?

2 A. Yes.

3 Q. Okay. And he was able to use the d/b/a

4 Critique Services?

5 A. Yes.

6 Q. Okay. And essentially, act in the same way  
7 that James Robinson would have acted except his  
8 physical office was at, remained at 4144 and not at  
9 the Washington address?

10 A. That's correct.

11 Q. Okay. What were the circumstances behind  
12 him disassociating himself, or the break between  
13 Critique and Mr. Briggs?

14 A. Can you repeat that question?

15 Q. Why did you all terminate your agreement?

16 MR. MASS: You mean, like, in 2012?

17 MR. RANDOLPH: 2012.

18 MR. MASS: Okay.

19 A. I can't remember the specifics of the  
20 termination. I think that there was, there were  
21 disagreements about the terms, terms of the agreement.

22 Q. (Mr. Randolph) Okay. What sort of  
23 disagreements?

24 A. He, we had moved to a different location,  
25 it was mainly based on the locations and the

1 separation of him being at a different location than  
2 us, and the possibility of purchasing a joint  
3 location. I believe that was the majority of that  
4 talk.

5 **Q. Did any of it have to do with his expressed**  
6 **dissatisfaction with the services that were being**  
7 **provided by Critique?**

8 A. No.

9 **Q. Now, going back to the types of services**  
10 **that Critique provided, or provides to attorneys. So**  
11 **we've discussed the office space. What sort of**  
12 **equipment is provided to attorneys?**

13 A. The type of equipment are computers,  
14 software.

15 **Q. Okay. And so is that it?**

16 A. No, it's not limited to that.

17 **Q. Okay.**

18 A. Repeat that question for me.

19 **Q. What types of equipment, I guess, what type**  
20 **of equipment is provided to attorneys that enter into**  
21 **the contract with Critique?**

22 A. Well, it's somewhat of a package. They're  
23 getting office space, storage space, file cabinets,  
24 telephone phone systems, computer, servers, which are  
25 password protected, audio systems, alarm systems.



1           **Q.**    So would you say, and correct me if I'm  
2           **wrong, when an attorney enters into a contract with**  
3           **Critique Services, he or she is pretty much getting a**  
4           **turnkey situation where all they have to bring with**  
5           **them is themselves, maybe a few personal items, any**  
6           **existing legal files, and everything else in the**  
7           **office setup is provided for them?**

8           A.    Yes.

9           **Q.**    **Okay.**

10          A.    Copiers, printers also add to that list.

11          **Q.**    **Now, one of the services that the**  
12          **settlement agreement refers to is advertising and**  
13          **marketing. How does Critique Services provide that to**  
14          **the attorneys?**

15          A.    Well, I seek out the best marketing tools  
16          for the attorney and advertising of generally whether  
17          it's radio, television, sometimes it's print media.

18          **Q.**    **Now, the advertising you refer to, is that**  
19          **done under the name Critique Services or Critique**  
20          **Legal?**

21          A.    It's generally Critique Service because the  
22          attorneys have use of that name. It's never Critique  
23          Service, LLC, it's always Critique Services to  
24          accommodate the use of the name that they're allowed  
25          to use for the d/b/a.

1 Q. Okay. And Critique contacts the media  
2 outlets and enters into those advertising agreements;  
3 is that correct?

4 A. Yes.

5 Q. Okay. So the individual attorney, for  
6 instance, doesn't enter into that agreement with the  
7 medial outlet?

8 A. That's correct.

9 Q. Okay. And let's say over the past three  
10 years, where, what media outlets have been used for  
11 advertising purpose?

12 A. I Heart Radio, Clear Channel Radio, Radio  
13 One, Charter Communications.

14 Q. So those are all sophisticated businesses.  
15 So I'm sure they have Critique sign a contract for  
16 those services, correct?

17 A. I don't think I recall having to sign  
18 contracts, just approval of the campaign that I'm  
19 going to use.

20 Q. Okay. And they deal, the media outlets  
21 deal strictly with you?

22 A. Yes.

23 Q. Okay. They don't deal with anyone else  
24 connected to Critique?

25 A. No.

1 Q. And they don't deal with the individual  
2 attorneys?

3 A. No.

4 Q. Now, going back to the 2007 settlement,  
5 before that was entered into, Critique Services had  
6 employees, correct?

7 A. Yes.

8 Q. Okay. And do you recall, approximately,  
9 how many employees Critique had prior to the  
10 settlement?

11 A. Maybe four.

12 Q. And was one of the employees at that time  
13 Renee Mayweather?

14 A. Yes.

15 Q. Okay. So once the settlement -- I'm sorry.  
16 What was her title at that time?

17 A. Office manager.

18 Q. Once the settlement was entered into, what  
19 happened to the previously existing employees?

20 A. They became employees of the attorney that  
21 entered into the agreement, being Mr. Robinson at the  
22 time.

23 Q. So did the employees essentially keep their  
24 same role or title?

25 A. There were adjustments to accommodate the

1 agreement as to what roles they played, and that was  
2 determined by the attorneys since those were his  
3 employees now.

4 Q. So did the attorney once he or she entered  
5 into, enters into an agreement with Critique, do they  
6 have the discretion to dismiss the employees?

7 A. Yes.

8 Q. Okay. And did Mr. Robinson have that  
9 discretion when he entered into the 2007 agreement  
10 with Critique?

11 A. Yes.

12 Q. Okay. Now, describe your presence  
13 physically at 3919 after the 2007 settlement. I guess  
14 initially at 4144 after the settlement, and then later  
15 at 3919, how frequently do you visit, what is your  
16 role there?

17 A. I operated solely as the business manager  
18 making sure the bills were paid, supplies were  
19 covered, equipment was serviced. I had an office  
20 separate from the main area where the clients came and  
21 met with the attorney and his staff. I was towards  
22 the back of the office in thirty, at 4144 Lindell. So  
23 I did not have contact with the community in that  
24 office.

25 Q. Okay. And when you say the community,

1     **you're saying at 4144, after the 2007 settlement, you**  
2     **had no contact with the bankruptcy clients?**

3             A.   None.

4             **Q.   So my characterization would be correct?**

5             A.   Yes.  I had no contact with the clients and  
6     rarely with the staff or Mr. Robinson.

7             **Q.   Okay.  And what happened once you, once**  
8     **Critique moved to 3919?**

9             A.   Pretty much the same thing.  I had an  
10    office, I have an office at the 3919, again, away from  
11    the population and the activities of the office.  I  
12    operate same title as the business manager for  
13    Critique Service, LLC.  I have absolutely nothing to  
14    do with the attorney's office and operations of the  
15    office or staff.

16            **Q.   Okay.  Now, if a dissatisfied or**  
17    **disgruntled client comes into the offices at Critique,**  
18    **have you ever met with them?**

19            A.   No.

20            **Q.   Okay.  Have you ever taken calls on a**  
21    **Critique phone line post 2007 settlement from the**  
22    **clients?**

23            A.   No.  My phone systems are, I'm not linked  
24    to their computers or their phones.  I stand alone.

25            **Q.   Okay.  So, and I'm giving a hypothetical**

1 here, Ms. Mayweather is still the office manager as  
2 far as you know?

3 A. Yes.

4 Q. Okay. So she has not or does not call upon  
5 your assistance in dealing with the clients or  
6 disgruntled clients?

7 A. No.

8 Q. Okay. How many bank accounts does Critique  
9 Services have?

10 A. Two.

11 Q. And where are those located?

12 A. USBank.

13 Q. And what types of accounts are those?

14 A. General accounts.

15 Q. They're both general operating accounts?

16 A. Yes.

17 Q. And how long have those accounts been at  
18 USBank?

19 A. One I'm certain has been there since 1995,  
20 the other I'm not sure of.

21 Q. Okay. The second account, do you think  
22 that was in existence at the time the 2007 settlement  
23 was agreed to?

24 A. I don't recall. I don't, don't believe so.

25 Q. Would that be something you would be

1 willing to provide to your counsel and to provide to  
2 us?

3 A. Certainly, yes.

4 Q. Okay. Now, your counsel has filed a  
5 document in connection with the pending matters that  
6 the U.S. Trustee has and also in the matters before  
7 Judge Rendlen, which clarified that when bankruptcy  
8 clients go into 3919 and pay money by debit or credit  
9 card, those are actually run on a Critique Services,  
10 LLC account; is that correct?

11 A. Yes.

12 Q. Okay. And has that been the arrangement  
13 since the 2007 settlement?

14 A. Post 2007 settlement it has been the  
15 arrangement based on invoices to Attorney Robinson,  
16 that's one of the forms of payments that he may use  
17 because his invoices generally have a deficit. So he  
18 pays his payments sometimes throughout the month with  
19 funds that he's received from his clients, yes.

20 Q. Okay. So it could be the case, let's see,  
21 if Mr. Robinson had charges for a particular month by  
22 Critique Services to him that were \$6,000, and if he  
23 had clients that came in who made payments or deposits  
24 of \$4,500 by credit card, those would go into Critique  
25 Services, LLC account, and Critique Services, because

1 Mr. Robinson owed money, would offset that money?

2 A. Yes. He would be credited those monies.

3 Q. Well, I just, when you say he would be  
4 credited, do you mean that money, the \$4,500 from the  
5 clients, would be kept by Critique Services because  
6 Mr. Robinson owed the \$4,500 and more; is that  
7 correct?

8 A. That's correct. He's invoiced that the  
9 first of the month and he can pay throughout that  
10 month.

11 Q. Okay. Now, what would happen, and since,  
12 and that was done immediately, so if he owed \$6,000 to  
13 Critique and his clients came in and paid \$4,500, in  
14 order to make sure Critique got paid, that offset  
15 occurred immediately?

16 A. Yes.

17 Q. Okay.

18 A. It would reflect on his next billing  
19 statement the credits for the payments received the  
20 month.

21 Q. Okay. All right. And when those offsets  
22 were made, did you provide any sort of notice to  
23 Mr. Robinson, or was he just aware that that was going  
24 to be the case?

25 A. Could you...



1 Q. Yeah. I mean, well, in the 45, let's say  
2 at the end of the month, \$4,500 had been received from  
3 clients, did you send a separate notice to  
4 Mr. Robinson saying, you know, we're deducting or  
5 keeping this \$4,500, or was he simply aware as long as  
6 he had a balance due, that money was going to be kept  
7 by Critique?

8 A. It was applied to his invoice, and it  
9 reflected on the next invoice payments received.

10 Q. Okay. Did the situation ever occur where a  
11 disgruntled client who had made a payment came in and  
12 was dissatisfied and wanted their money back and was  
13 looking to get that back?

14 A. That would not be a situation I'm aware of,  
15 that's the attorney's communications with the client,  
16 and if there was a charge-back, he would handle that.

17 Q. It sounds like he'd have to handle that out  
18 of his own funds since Critique had already been paid,  
19 correct?

20 A. Yes.

21 Q. I'm sorry?

22 A. Yes.

23 Q. Was there ever any discussion with  
24 Mr. Robinson or any of the attorneys who contracted  
25 with Critique about IOLTA accounts or trust accounts

1 required by the bar association?

2 A. Was your question, was there a discussion  
3 regarding the attorneys?

4 Q. Trust accounts. Or okay. Let me rephrase.  
5 The attorneys that contracted with Critique were  
6 required, or were you, or are you aware whether they  
7 kept a separate attorney trust accounts?

8 A. No, I'm not aware of any of that.

9 Q. Now, one of the services that is described  
10 for Critique to provide to attorneys in paragraph G  
11 is --

12 MR. MASS: Is that 3G?

13 MR. RANDOLPH: 3G, yes.

14 Q. (Mr. Randolph) Is bookkeeping related to  
15 payroll, receivables, payables, and required  
16 government forms excepting bankruptcy relating  
17 documents. Do you see that term?

18 A. I do.

19 Q. All right. Can you describe how Critique  
20 provided that to attorneys?

21 A. The only service in 3G that is provided to  
22 the attorneys is the accounts payable. I don't handle  
23 bookkeeping relating to payroll, nor the receivables,  
24 the payables, because I do pay the expenses of bills  
25 that comes in, and that's, that's it. I think we

1 stated in -- that's it, it's just the payables. I  
2 handled the bills to get paid for them.

3 Q. Okay. So post 2007 settlement, under any  
4 of the contracts or arrangements with Mr. Briggs,  
5 Mr. Robinson, Mr. Meriweather, Ms. Brock-Moore, and  
6 the new individual?

7 A. Uh-huh.

8 Q. None of the payroll services were provided  
9 by Critique?

10 A. No.

11 Q. Even though they're stated that those might  
12 be provided in the settlement agreement?

13 A. Yes, we don't, we don't, I don't provide  
14 that.

15 Q. Okay. Is it your understanding that the  
16 attorney handles all payroll matters?

17 A. Yes.

18 Q. Okay. And that's for all the employees  
19 located at 3919 or at the 4144 prior to that?

20 A. Yes.

21 Q. Now, does Critique Services have an  
22 accountant or bookkeeper itself?

23 A. No.

24 Q. Who takes care of its financial records?

25 A. I do.

1           **Q.    And do you generate, or does Critique have**  
2 **financial statements that are generated?**

3           A.    No.

4           **Q.    Okay.  And has that been the case for the**  
5 **entire period after the 2007 settlement?**

6           A.    Yes.

7           **Q.    How do you keep track of, let's say, the**  
8 **receivables, the payables, if there are not financial**  
9 **statements?**

10          A.    The invoice that are given to the attorneys  
11 track that information for me.

12          **Q.    This invoice system, is that computerized?**

13          A.    No, it's put on a spreadsheet by myself and  
14 calculated by the software, but it is not an  
15 individual software.

16          **Q.    And what kind of spreadsheet is used?**

17          A.    I think it's just Word, or Windows or some  
18 sort, standard.

19          **Q.    But it has, you say it does have an**  
20 **automated calculation feature?**

21          A.    Yes.

22          **Q.    Okay.  And has that been the case for the**  
23 **entire period of 2007 on?**

24          A.    Yes.

25          **Q.    Does Critique Service file tax returns with**

1 the Federal Government and State of Missouri?

2 A. Not as of lately.

3 Q. Okay. What do you mean by that?

4 A. I've not filed a return in a while.

5 Q. And I'm, I could speculate what a while  
6 means, but can you clarify for me what it means?

7 A. I'm not sure the last return that has been  
8 filed. I have not filed for certain in the last three  
9 years.

10 Q. Would it be possible for you to check and  
11 give that specific information to your attorney to  
12 provide to us?

13 A. Certainly.

14 Q. Okay. And when the tax returns were filed  
15 with the Federal Government and State, who prepared  
16 those?

17 A. I did.

18 Q. So Critique didn't have an outside  
19 accounting agency?

20 A. No.

21 Q. Has Critique ever been audited by the  
22 Federal Government or State?

23 A. No.

24 Q. Do you recall it ever receiving any sort of  
25 tax deficiency notice?

1 A. Yes.

2 Q. Okay. And when was the last time when one  
3 of those was received?

4 A. The last activity from IRS was a tax levy,  
5 it's against me, for tax, prior tax year for funds  
6 owed to them, and that would have been last year,  
7 sometime last year.

8 Q. So I want to make sure I understand. So in  
9 2014, the Internal Revenue Service levied your  
10 personal funds?

11 A. Yes.

12 Q. For prior tax years owed?

13 A. Correct.

14 Q. Do you remember what tax years?

15 A. I don't recall.

16 Q. Okay. And has the 2014 tax return State or  
17 Federal been filed for Critique?

18 A. No.

19 Q. Did you file an extension?

20 A. No.

21 Q. Didn't file for a Federal or State  
22 extension?

23 A. No.

24 Q. Based upon prior years tax returns, when  
25 you did file those, did you not file extensions

1 because you don't think any taxes would be owed?

2 A. No, that's not it.

3 Q. But you personally were certainly aware of  
4 the obligation to file tax returns?

5 A. Yes.

6 Q. Okay. And you're aware as a savvy business  
7 woman that if you couldn't file them by the April 15th  
8 deadline, that an extension would need to be filed?

9 A. Yes.

10 Q. Okay. Have you filed personally your tax  
11 returns for 2014?

12 A. No.

13 Q. And when was the last tax year you filed  
14 your federal tax returns?

15 A. I'm not certain, but more than three years  
16 ago.

17 Q. And how about State tax returns?

18 A. Same.

19 Q. So those haven't been filed for at least  
20 three years?

21 A. Correct.

22 Q. And have you received any sort of approved  
23 extension on any of those tax years?

24 A. No.

25 Q. For neither Federal or State?

1 A. No.

2 Q. No, you have not received an extension?

3 A. No, I have not.

4 Q. Okay. With regard to the tax returns for  
5 Critique Service, can you check your records and  
6 provide to your counsel those tax returns, Federal and  
7 State, that have been filed since the 2007 settlement?  
8 So if, for instance, you filed from 2007 to 2011,  
9 provide that to Mr. Mass for him to provide to our  
10 office.

11 A. Certainly.

12 Q. Okay. How long do you think it would take  
13 you to gather those records?

14 A. I can have that within the week.

15 Q. Okay. And the same for your personal?

16 A. Excuse me.

17 Q. I'm sorry.

18 A. I'd like to correct myself. Today is  
19 Wednesday, I can have that by next week.

20 Q. Okay. And even the week after that is  
21 fine.

22 A. Okay.

23 MR. MASS: You going to go on vacation?

24 MR. RANDOLPH: Yeah, actually I'm taking my  
25 daughter to visit some potential schools. Yeah.



1 Q. (Mr. Randolph) And the same for your  
2 personal tax returns, can you check and provide those  
3 from 2007 on to Mr. Mass?

4 A. Certainly.

5 Q. Now, one of the services provided under the  
6 settlement to attorneys is a telephone number; is that  
7 correct?

8 A. That is.

9 Q. Okay. And what, what is that telephone  
10 number?

11 A. 314-533-4357.

12 Q. So part of the licensing agreement with the  
13 attorneys is that they are allowed to use that phone  
14 number for their business purposes?

15 A. Correct.

16 Q. Okay. Is there any other business phones  
17 that, I guess, are licensed to the attorney to use?

18 A. They're also given a fax number, which is  
19 314-533-4356. There are other lines, hunter lines,  
20 rollover lines, the numbers aren't vanity numbers or  
21 significant, but that all comes as a package, it's  
22 actually a phone system that's provided to the  
23 attorney.

24 Q. And the phone system is paid for by  
25 Critique?

1           A.    The attorneys are billed for that, and  
2 Critique Service makes the payment to the provider.

3           **Q.    Okay.  What phone provider provides the**  
4 **system?**

5           A.    Nextiva.

6           **Q.    N-E-X?**

7           A.    T-I-V-A.

8           **Q.    And has that been the case since the 2007**  
9 **settlement?**

10          A.    I believe there is another Global Link was  
11 once our provider, as well as A T & T.  So we've had  
12 multiple since 2007.

13          **Q.    But it's always been the same phone number**  
14 **itself?**

15          A.    Yes.

16          **Q.    Okay.  So if a client or an individual**  
17 **leaves a message using that 533-4357 line, I've used**  
18 **that myself when calling in.  So there are certain**  
19 **options when you can, it will ask you if you're**  
20 **calling from, if you're another attorney, if you're**  
21 **calling from the Court, things of that nature.  Is**  
22 **there a general mailbox that you're aware of?**

23          A.    The auto attendant greets you initially on  
24 your call, I believe that each extension does have,  
25 including the auto attendant, a mailbox.

1           **Q.    Okay.  And who has access to the mailboxes?**

2           A.    The staff of the attorneys, the attorney  
3 himself.

4           **Q.    Do you have access to any of those?**

5           A.    No.  I don't have any of the passwords to  
6 retrieve any of the messages or things like that.

7           **Q.    And that's been the case since 2007?**

8           A.    Yes.

9           **Q.    Now, if you know, when you have multiple  
10 attorneys who are contracted with Critique, do they  
11 all use the same staff?**

12          A.    Yes.

13          **Q.    Okay.  Do you know how that division of  
14 services works?**

15          A.    Somewhat.  I know that there's, I think  
16 that there's a system that the attorneys actually  
17 have.  I don't know the exact method of that system,  
18 but they have a system as to whose clients are who,  
19 and who's servicing whose clients, but I don't know  
20 what that formula is.

21          **Q.    Okay.  Now, we had a discussion previously  
22 when we had one of the depositions of the debtors, and  
23 following that deposition there was a discussion  
24 between, or among your attorney, me, and you where you  
25 indicated that Critique was disassociating itself from**

1 **Mr. Meriweather or was taking steps to do so?**

2 A. Yes.

3 **Q. Okay. Where does that stand at this point?**

4 A. It was brought to my attention by you that  
5 it was not working very well for the trustees having  
6 Mr. Meriweather attend the hearings. In an attempt to  
7 clear that matter up, Mr. Meriweather is stepping away  
8 and he's hiring another attorney to make those  
9 appearances for him to accommodate the Courts. The  
10 last time actually we had that conversation, at the  
11 end of that conversation you said I'm not asking you  
12 to get rid of Mr. Meriweather. So that worked out  
13 well considering the complaint was Mr. Meriweather  
14 himself make the Trustees uncomfortable with him  
15 appearing. So he's no longer appearing. He's going  
16 to have Robert or Bob D. handle that and train.

17 **Q. Okay. Yeah, not that it's really**  
18 **pertinent, but I just want to clarify the Trustees had**  
19 **complaints as to, one, the preparation for the**  
20 **meetings, and then also maybe not being as**  
21 **knowledgeable as required for the client's sake during**  
22 **the meetings.**

23 A. Okay.

24 **Q. Okay. And, yeah, you're correct, I didn't**  
25 **ask that you take steps to -- well, I can't use the**

1 word to terminate the contract, because I don't, I  
2 didn't even know what the contract terms are, and  
3 actually haven't seen the contract. So I wouldn't  
4 know what steps would need to be taken, but I  
5 expressed to you the dissatisfaction and concerns  
6 regarding client services that the Trustees expressed  
7 in our office.

8 A. Okay.

9 Q. So as of now, Mr. Meriweather is still on  
10 board?

11 A. Yes.

12 Q. Okay.

13 MR. MASS: I would have phrased it he still  
14 has an agreement with Critique Services, LLC.

15 Q. (Mr. Randolph) Would you agree with that?

16 A. I do.

17 MR. MASS: I wanted to clarify one other  
18 thing, although you didn't ask about it specifically,  
19 but while attorneys office at the same 3919, and they  
20 pay Critique Services a certain amount, they're not  
21 confined to doing bankruptcy work.

22 THE WITNESS: Yes.

23 Q. (Mr. Randolph) And you agree with that?

24 A. Yes.

25 Q. And that may kind of dovetail into one

1 question I had. You're aware that in June 2014,  
2 bankruptcy Judge Rendlen entered an order that  
3 suspended James Robinson?

4 A. Yes, I am aware of that.

5 Q. Okay. After that order was entered,  
6 describe Mr. Robinson's presence, if any, at 3919, at  
7 the 3919 address.

8 A. He was present at the 3919 Washington  
9 address. He conducted other legal business unrelated  
10 to bankruptcy out of his office.

11 Q. Okay. So after that June, I think it was  
12 June 10th, 2014, order was entered and received by  
13 Critique, Mr. Robinson did not meet with bankruptcy or  
14 potential bankruptcy clients in the space provided by  
15 Critique Services?

16 A. That's correct.

17 Q. Okay. And what steps did you or Critique  
18 take to insure that that was the case?

19 A. The routing of the clients were no longer  
20 sent upstairs. So they did not have contact with the  
21 attorney upstairs. They visited the attorneys  
22 downstairs. If they were scheduling conferences with  
23 the attorneys, they were generally done during the  
24 time that Mr. Robinson would not be available in the  
25 office, which was generally evenings that that

1 attorney or any of the attorneys met with their  
2 clients.

3 Q. Okay. So when you referred to upstairs  
4 downstairs, are you saying that Mr. Robinson's  
5 specific individual office was upstairs on the second  
6 floor?

7 A. Correct.

8 Q. And that the other attorneys who contracted  
9 with Critique had their offices on the first floor?

10 A. That's correct.

11 Q. Okay. And is that still the case?

12 A. Yes.

13 Q. Does Mr. Robinson still office at all at  
14 the 3919 address?

15 A. Repeat that.

16 Q. Does Mr. Robinson presently have an office  
17 at 3919?

18 A. Yes, he does.

19 Q. Okay. Does he still receive mail there?

20 A. Yes, he does.

21 Q. Okay. So the staff knows that if mail  
22 comes into 3919 addressed to James Robinson, they  
23 should route it to him?

24 A. Correct.

25 Q. Okay. So for instance, if there was an

1 order from the Bankruptcy Court regarding James  
2 Robinson with the 3919 address, they would route it to  
3 him?

4 A. Yes.

5 Q. And same with a pleading or a document from  
6 our office, the U.S. Trustee, they would know to route  
7 it to his attention?

8 A. Yes. Mr. Robinson is getting his mail from  
9 the U.S. Trustee's Office and all the parties thereof.

10 Q. He's even acknowledged that to you?

11 A. There's not been any discussion, but I know  
12 that mail is being forwarded correctly to him.

13 Q. Has he ever complained to you since  
14 June 2014 that he has not been receiving his mail  
15 that's directed to 3919?

16 A. No, he has not.

17 Q. Okay. And at one point, he was represented  
18 by outside counsel. Has his attorney, it was  
19 Mr. Walton at one point, ever complained to you or to  
20 Critique that Mr. Robinson's mail is not being  
21 directed to him?

22 A. Are you asking has Mr. Walton had that  
23 conversation? I've had no conversation with  
24 Mr. Walton.

25 Q. Okay. Okay. I just wanted to insure that



1 if there was mail that was sent from the U.S. Trustee  
2 or from the Court that no one complained by  
3 Mr. Robinson or on his behalf that he wasn't receiving  
4 the mail he was suppose to receive?

5 A. No one has complained to me.

6 Q. Okay. Now, one of the terms of this  
7 settlement agreement was that Critique, you, agreed to  
8 make and preserve the record of the date attendees and  
9 subject matter of each training session provided to  
10 employees of the attorneys. Have you done that or has  
11 Critique done that? So I think it's on page 4,  
12 paragraph G, technically it's paragraph 5G. It says:  
13 Defendant Diltz and her interests agree to make and  
14 preserve a record of the date, attendees and subject  
15 matter of each training session provided to the  
16 employees of an attorney or business organization  
17 whose primary business is the practice of law.

18 A. There are records. There's records that  
19 indicate any software training that was done or any  
20 seminars paid for for the attorneys.

21 Q. Do you have access to those records?

22 A. Yes, yes.

23 Q. Okay. Can you provide those to your  
24 attorney, to Mr. Mass, 2007 and beyond?

25 A. Those will take a little longer to get to

1 you because you've asked for a further date. So  
2 that's a storage, and I can get them, but not as  
3 quickly.

4 Q. Okay. And whatever may be on-site now, if  
5 you can provide that to Mr. Mass, I mean that might be  
6 two or three years old, and then provide the others  
7 after that?

8 A. That works better. Thank you.

9 Q. Okay.

10 A. I will.

11 Q. Now, does Critique Services, or do you  
12 personally pay some of the training expenses of the  
13 attorneys?

14 A. I bill the attorneys for anything that's  
15 done. So I don't technically pay, they pay it on  
16 their invoice.

17 Q. So I'll give a hypothetical. Earlier this  
18 year we had spoken about there was a training session  
19 at Southern Illinois Bankruptcy Institute?

20 A. Yes.

21 Q. And I told Mr. Mass about that, and I  
22 suggested that that might be a good opportunity for  
23 Mr. Meriweather and/or Ms. Brock-Moore to get some  
24 bankruptcy training. Were those seminar fees paid by  
25 those two individuals themselves or did Critique

1     **submit the registration, pay those, and then bill them**  
2     **later?**

3           A.    No.  Ms. Brock-Moore took care of her  
4     seminar fees herself.  I believe Mr. Meriweather had  
5     dockets or a conflict with dockets that day and wasn't  
6     able to attend.  He attended the next seminar that was  
7     given by the Bankruptcy Courts.

8           **Q.    Okay.  Now, Ms. Brock-Moore in discussions**  
9     **with me has emphasized even as late as yesterday that**  
10    **she does not utilize the Critique Services name?**

11          A.    Correct.

12          **Q.    Okay.  So is there any sort of written**  
13    **contract with Ms. Brock-Moore?**

14          A.    Each attorney has access to the name and  
15    has chosen not to utilize it.  Mr. Meriweather files  
16    his cases under his Law Office of Dean Meriweather,  
17    and Diedre Brock-Moore files under her law office of  
18    Law Offices of Diedre Brock-Moore.

19          **Q.    But all of the clients come in by dialing a**  
20    **telephone number which is Critique Services; is that**  
21    **correct?**

22          A.    They have access to, yes.

23          **Q.    Okay.  And I haven't been to the office.**  
24    **So when a client comes in, or a potential client comes**  
25    **into, let's say, is there a front lobby?**

1 A. Yes.

2 Q. Okay. What is the business listed on the  
3 walls or the door that the clients might see?

4 A. Critique Services.

5 Q. Okay. So it does not list on the front  
6 door or on the walls, it does not list Law Offices of  
7 Dean Meriweather?

8 A. It lists it on each of the attorney's  
9 offices.

10 Q. Individual offices. I'm just talking about  
11 the front door and the front area when a client  
12 enters.

13 A. It's pretty much like the Lindell  
14 Professional Building. When you enter the Lindell  
15 Professional Building, it says Lindell Professional  
16 Building, but every office in there has their own  
17 suite name. We have a similar setup.

18 Q. Okay. But the only business name when the  
19 client comes in that they see on the walls to the  
20 front lobby area at 3919 is Critique Services?

21 A. Initially upon entering.

22 Q. Right.

23 A. But as they further go, they get to their  
24 attorney's office --

25 Q. Yeah, that's what I'm --

1 A. -- and it says his name.

2 Q. -- asking right now. What is in the front  
3 lobby area, and it's strictly Critique Services in the  
4 front lobby area?

5 A. Yes.

6 Q. Okay. And the advertisements that you  
7 contract for with the media outlets, those are  
8 strictly for Critique Services, they don't say, let's  
9 say there's a radio ad or something, it doesn't say  
10 call Critique Services also doing business as the  
11 Lawyer Offices of Diedre Brock-Moore or also doing  
12 business as the Law Offices of Dean Meriweather?

13 A. No, it does not say that.

14 Q. It strictly says Critique Services?

15 A. Yes.

16 Q. And you approve the content of any of those  
17 advertisements?

18 A. Correct.

19 Q. Okay. So Ms. Brock-Moore doesn't have that  
20 responsibility?

21 A. No.

22 Q. And Mr. Meriweather does not have that  
23 responsibility?

24 A. No.

25 Q. Okay. And even Mr. Robinson, when he was

1     **there, he did not approve the advertisements, that was**  
2     **still your baby, so to speak?**

3             A.     Advertising and marketing were my  
4     responsibilities.

5             **Q.     Okay.**

6             MR. MASS:   Can we take a break?

7             MR. RANDOLPH:   Sure.   We'll go off the  
8     record.

9             (An off-the-record discussion was held.)

10            MR. RANDOLPH:   We'll go back on the record.

11            **Q.     (Mr. Randolph) Beverly, you realize you're**  
12     **still under oath?**

13            A.     I do.

14            **Q.     Okay.   Just to follow-up on a couple of our**  
15     **previous lines of inquiry, the bank accounts for**  
16     **Critique Services since 2007, it's only the two**  
17     **accounts at USBank, correct?**

18            A.     Yes.

19            **Q.     Okay.   And you indicated that you would get**  
20     **those account numbers to your counsel to give to us?**

21            A.     Yes.

22            **Q.     And we might need the bank statements for**  
23     **at least the past three years, would you be able to**  
24     **provide those to Mr. Mass to give to us?**

25            A.     Yes.

1           **Q.    Okay.  Then where are your personal bank**  
2 **accounts?**

3           A.    Bank of America.

4           **Q.    Okay.  And has that been the case for at**  
5 **least the last five years?**

6           A.    Yes.

7           **Q.    Okay.  And can you provide those account**  
8 **numbers to Mr. Mass?  Is it one account or several**  
9 **accounts?**

10          A.    I have accounts with other parties.

11          **Q.    Okay.  I don't know what you mean by that**  
12 **so...**

13          A.    I have accounts with my mom.  I have  
14 accounts, in the past three years, with my spouse, my  
15 son, my aunt.

16          **Q.    But any accounts where you are a signor,**  
17 **can you provide a list of those accounts for the past**  
18 **five years to Mr. Mass to provide to our office?**

19          A.    Yes.

20          **Q.    How do you --**

21                 MR. MASS:  I don't, I don't know about  
22 these accounts.  I've never even talked to Beverly  
23 about them, and to some extent we may object at some  
24 point if you want, if you want to subpoena the  
25 accounts or whatever.

1 MR. RANDOLPH: Okay.

2 MR. MASS: Okay.

3 MR. RANDOLPH: But at least right now,  
4 we're at the place where at least we can receive a  
5 list of the accounts.

6 MR. MASS: Yes, you can get a list of the  
7 accounts.

8 **Q. (Mr. Randolph) How do you personally**  
9 **receive your compensation from Critique?**

10 A. I invoice the attorneys, and I receive  
11 payment from the attorneys.

12 **Q. Okay. So pretty much your personal funds**  
13 **are taken from Critique's business accounts?**

14 A. In some form or another, yes.

15 **Q. Okay. What I'm trying to determine is**  
16 **whether you have setup the business in a way where**  
17 **you're scheduled to take a salary each month of a set**  
18 **amount?**

19 A. No, I am not. I receive the profits from  
20 the accounts.

21 **Q. Okay. And let me make sure I know how it**  
22 **works. When Critique receives money from the**  
23 **attorneys that a contract is with, are the expenses**  
24 **paid from Critique's accounts and then any left over**  
25 **or profits you keep, or do you personally pay the**



1 expenses and then reimburse yourself from Critique's  
2 accounts?

3 A. I pay the expenses. I invoice it to the  
4 attorneys, and I am reimbursed. Depending on which  
5 accounts we're talking about, they may get paid as it  
6 comes and others are on a 30 day billing cycle.

7 Q. When you say, I pay the accounts, what I'm  
8 trying to determine is, let's say \$300 is owed to  
9 Ameren.

10 A. Okay.

11 Q. Is that paid from Beverly Holmes Diltz's  
12 personal account or is that paid from Critique  
13 Services' account?

14 A. Critique Services.

15 Q. Okay. So all the expenses of Critique  
16 Services are paid out of Critique Services' bank  
17 account?

18 A. Yes.

19 Q. Okay. Even though you haven't filed tax  
20 returns, you must have a general idea of what the  
21 profits or gross income has been for Critique for  
22 particular years, wouldn't you say that that's the  
23 case?

24 A. No, I would not say that that's the case.  
25 I have not sat down to see what my annual revenue is

1 at any time.

2 Q. Okay. Do you know what it typically is on  
3 a monthly basis, an average monthly?

4 A. I can say what the revenue is without  
5 deducting expenses.

6 Q. Yeah, can you estimate that on the average  
7 month?

8 A. An estimate of about \$10,000, and that's  
9 just an estimate.

10 Q. Okay. And that's gross before the expenses  
11 are taken out?

12 A. Yes. Yeah.

13 Q. Well, that's certainly information from  
14 looking at the invoices and bank accounts that you can  
15 determine more specifically?

16 A. I can.

17 Q. And since all of the income that's received  
18 from the attorneys who contract go into the Critique  
19 Services' accounts, that gross income can be  
20 determined from Critique Services' accounts?

21 A. Yes.

22 Q. Okay. The money would not have gone  
23 anywhere other than Critique Services' accounts?

24 A. Nowhere other than there.

25 Q. Okay. Now, do you pay any of your personal

1 expenses, let's say household expenses, car notes,  
2 anything of that nature out of Critique Services' bank  
3 accounts?

4 A. Yes.

5 Q. Is that something you do on a regular  
6 basis?

7 A. Yes.

8 Q. Do you have a method by which you determine  
9 how much money might be taken from Critique Services'  
10 accounts and then deposited into your own personal  
11 accounts?

12 A. No.

13 Q. Okay. Would you characterize it or say  
14 that it's pretty much determined on a day-by-day or  
15 inconsistent basis?

16 A. Repeat that.

17 Q. Determined on a day-by-day basis what funds  
18 are deposited or taken from Critique Services'  
19 accounts and then deposited into your personal  
20 accounts?

21 A. I'm not sure I understand that question.

22 Q. Okay. There's no formula or anything  
23 that's used, that you use to determine the funds that  
24 are, might be taken out of Critique Services' accounts  
25 and then deposited into your personal accounts?

1 A. No, there isn't.

2 Q. Okay. In your personal accounts, do you  
3 deposit any other money other than that from the  
4 Critiques Services' accounts, and other than that for  
5 the five residences, and one commercial property,  
6 other than 3919, for which you receive rental?

7 A. On which account are you asking is it  
8 deposited?

9 Q. In any of your personal accounts or  
10 accounts where you're the signor, are the funds that  
11 are deposited into those accounts the sources of funds  
12 strictly Critique Services or the five rental  
13 properties?

14 A. Yes.

15 Q. Okay. So nothing else?

16 A. Not that I can think of at this time.

17 Q. Okay. Now, have you ever been convicted of  
18 a felony?

19 A. Yes.

20 Q. Okay. And what was that for?

21 A. Let's see, 1985 fraudulent use of a credit  
22 device.

23 Q. What was the result of that conviction?  
24 Did you have to do time? Were you incarcerated?

25 A. Yes, one year.

1 Q. And then did you fulfill the terms of any  
2 parole or was --

3 A. There was none.

4 Q. There was none. Was that a Federal or a  
5 State conviction?

6 A. State.

7 Q. Okay. Any other felony convictions?

8 A. No.

9 Q. You ever been charged with a felony after  
10 that?

11 A. No.

12 Q. Okay. State or Federal?

13 A. No.

14 Q. To your knowledge, are you presently under  
15 investigation by any State or Federal agency?

16 A. No.

17 Q. And do you, meaning you or Critique, have  
18 the billing statements to James Robinson, Ross Briggs,  
19 Steve Meriweather, Diedre Brock-Moore stored somewhere  
20 since the period of 2007 to the present day?

21 A. Yes.

22 Q. And those, how long do you think it would  
23 be, I mean, what years do you think you have on-site  
24 at 3919?

25 A. Certainly the last two.

1 Q. Are the rest stored electronically?

2 A. Jack, our IT guy, passed away, and they  
3 could have been on the server. If we go back further  
4 than the two years, it's a possibility that they are,  
5 but he put me on a stand alone system. I'm not sure.

6 Q. Okay. Is that something you can  
7 investigate --

8 A. I can.

9 Q. -- and report back to your counsel to  
10 report to us?

11 A. Yeah.

12 Q. But at least you know, you're pretty  
13 certain the last two years --

14 A. I'm certain the last two years.

15 Q. -- are accessible?

16 A. Yes.

17 Q. Now, we referred earlier to the use by  
18 bankruptcy clients of debit and credit cards. At one  
19 point, you might recall in late 2014 there was a  
20 conference where it was stated that the clients only  
21 paid cash?

22 A. Uh-huh.

23 Q. But that's not the case, correct?

24 A. No. There are electronic deposits from  
25 clients.

1           **Q.    Okay.  The cash deposits that a client**  
2 **makes when they come into Critique Services offices,**  
3 **how are those handled, if you know?**

4           A.    Those are the attorney's fees.  I don't  
5 generally see those fees.  They're not generally  
6 deposited to me towards the invoice.  The electronic  
7 payments, however, are form of payments towards the  
8 deficit that the attorney may have.

9           **Q.    Okay.  And do you know whether or not**  
10 **anyone other than the attorneys physically takes**  
11 **possession of cash or check deposits than the clients?**

12          A.    No, I believe all the payments go to the  
13 attorney.

14          **Q.    Okay.  Is the attorney the only party that**  
15 **gives a receipt when they receive those cash or check**  
16 **payments?**

17          A.    Give a receipt to whom?

18          **Q.    To the bankruptcy clients?**

19          A.    No, I believe his assistant receipt says  
20 his payments.

21          **Q.    Okay.**

22                MR. MASS:  I think what he's asking is,  
23 does any of the staff take in the money for the  
24 attorney that you know of and then give a receipt to  
25 the client?

1 A. Yes, the staff does do that.

2 Q. (Mr. Randolph) Okay. And do you know when  
3 the staff does that, what happens physically right  
4 away to those, to those payments, to either the cash  
5 or to the checks?

6 A. They're turned to the, turned over to the  
7 attorney.

8 Q. Okay. So those are never deposited into  
9 Critique Services' account?

10 A. No.

11 Q. And has that been the case since the 2007  
12 settlement was entered into?

13 A. Yes.

14 Q. And can we receive copies of all of the  
15 contracts with the various attorneys? So with Ross  
16 Briggs, James Robinson, even though we have the one.

17 MR. MASS: It's the only one with James.

18 MR. RANDOLPH: Okay. The only one with  
19 James.

20 Q. (Mr. Randolph) So Mr. Robinson never  
21 renewed. He only worked under the 2007 contract?

22 A. Yes, sir.

23 Q. Okay. Then for Ross Briggs, for Diedre  
24 Brock-Moore, for Dean Meriweather.

25 A. There is not one for Ross Briggs.



1 Q. Okay. That was strictly an oral agreement?

2 A. Yeah.

3 Q. Okay. But he was invoiced, correct?

4 A. No, he was not invoiced. Our agreement was  
5 stated what our expenses were, it did not change month  
6 to month. So payments were made based on the agreed  
7 upon dollar amounts that he would pay for a set amount  
8 of expenses. For example, advertisement, leasing of  
9 the space that we were in 4144. There may have been  
10 others, but I can't, I can't be certain what the other  
11 expenses were. It's just pretty much that agreed upon  
12 amount.

13 Q. Do you remember what that set amount was?

14 A. No, I don't. I don't recall.

15 Q. Okay. But there would be a way by  
16 reviewing the records to find out what that amount  
17 was?

18 A. Possibly, yes.

19 Q. Okay. Can you do that and report that to  
20 your attorney to give to us?

21 A. Yes.

22 MR. MASS: So that I am not responsible for  
23 this, I will ask you to provide me with a list of the  
24 documents we have agreed to.

25 MR. RANDOLPH: Okay. Sure.

1 MR. MASS: Okay.

2 MR. RANDOLPH: All right.

3 Q. (Mr. Randolph) But at least if you can get  
4 started working on some of those items that we've  
5 discussed today.

6 A. Okay.

7 Q. So that it just doesn't delay the process.

8 MR. MASS: No, we will not delay the  
9 process.

10 A. We will not delay the process.

11 Q. Do you have any ongoing contact with Renee  
12 Mayweather?

13 A. Yes.

14 Q. Okay. And what's the nature of that?

15 A. We're friends.

16 Q. Do you discuss the business at Critique  
17 Services with her or have you discussed that since  
18 2007?

19 A. Yes.

20 Q. Okay. And what's the nature of that  
21 business discussion?

22 A. There's a range of discussions. Usually a  
23 discussion may pertain to changes that may be  
24 necessary to function differently. Where I'm  
25 concerned is for the services I provide. We'll

1 discuss things like that. Supplies, changing in any  
2 of the systems or forms, we will discuss those type of  
3 items.

4 **Q. Does she take instruction from you?**

5 A. No.

6 **Q. Okay. Do you take instruction from her?**

7 A. No.

8 **Q. Okay. Are the attorneys usually involved**  
9 **in most of those discussions?**

10 A. From time to time. Her discussions are  
11 generally with the attorneys and so are mine. Usually  
12 present or not, sometimes, yes.

13 **Q. Do you, meaning you personally or Critique,**  
14 **engage in any sort of recruiting or soliciting of**  
15 **attorneys to contract with Critique?**

16 A. Can you repeat that question?

17 **Q. How are attorneys found to contract with**  
18 **Critique?**

19 A. The attorneys sometimes speak with other  
20 attorneys to get attorney referral, sometimes there's  
21 an ad placed, and I may place that ad for the  
22 attorneys, and they note the hiring, and interviewing,  
23 and things like that. I have nothing to do with that  
24 portion other than to place the ad.

25 **Q. Okay. So Critique Services places the ad**

1     **for an attorney?**

2             A.    Yes.

3                   MR. RANDOLPH:   Okay.  I think for today,  
4   that's all I have.  What I'd like to do is take a look  
5   at the transcript, see what additional questions may  
6   arise, and also from the hand over from the documents  
7   that were provided, and go from there.  I mean this  
8   gives us, you know, a general -- oh, I do have a  
9   couple of questions.

10            **Q.    (Mr. Randolph) There were underlying**  
11 **actions both for Asa Pierce, Teneya Freeman, a**  
12 **Terrence and Averil Williams, and for Rehva Ericks**  
13 **that we have pending motions filed with the Bankruptcy**  
14 **Court.  Do you have access to any, to the client**  
15 **agreements that were entered into between those**  
16 **bankruptcy debtors and the attorneys?**

17             A.    No.

18            **Q.    Okay.  So the attorneys have not provided**  
19 **you with those?**

20             A.    No, I don't have access to that.

21            **Q.    Okay.  And are those --**

22                   MR. RANDOLPH:  Do you, Mr. Mass, have  
23   copies of those?

24                   MR. MASS:  Oh, no.  I mean I don't have the  
25   client files, if that's what you mean.

1 MR. RANDOLPH: Or just the agreements  
2 themselves?

3 MR. MASS: No.

4 MR. RANDOLPH: Okay.

5 MR. MASS: No, I've been defending  
6 Critique.

7 MR. RANDOLPH: Right. Okay.

8 All right. So that's all I have for today.  
9 Like I said, I might need to continue the  
10 deposition --

11 MR. MASS: Okay.

12 MR. RANDOLPH: -- to follow-up. And I'll  
13 send you a list of, you know, I'll check my notes, and  
14 probably also check them against the transcript. But  
15 we know for sure that we talked about the tax returns,  
16 which ones have been filed and which ones remain to be  
17 filed. We've talked about a list of the bank accounts  
18 both Critique Services and the personal bank accounts.

19 THE WITNESS: Okay.

20 MR. RANDOLPH: Copies of the agreements  
21 between Critique and all of the attorneys.

22 THE WITNESS: Uh-huh.

23 MR. RANDOLPH: So at least, you know,  
24 that's a place to get started.

25 MR. MASS: Okay.

1 THE WITNESS: Okay.

2 MR. RANDOLPH: Did you have anything you  
3 wanted to place on the record, Mr. Mass?

4 MR. MASS: No, no. Now, is it --

5 THE COURT REPORTER: On or off?

6 MR. RANDOLPH: Are we still on or off the  
7 record?

8 MR. MASS: You can go off the record.

9 MR. RANDOLPH: Off the record.

10 (An off-the-record discussion was held.)

11 MR. MASS: She'll read it and sign it.  
12 Okay. Let's do that.

13 MR. RANDOLPH: Okay. All right.

14 MR. MASS: I mean -- this is off the  
15 record.

16 (Signature reserved.)

17 (WHEREIN, the deposition was concluded at  
18 12:06.)

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CERTIFICATE OF REPORTER

I, Amy A. Victoria, MO CCR, within and for the State of Missouri, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

---

MO CCR #556

1 MIDWEST LITIGATION SERVICES

2 August 3, 2015

3 Laurence D. Mass  
LAW OFFICES OF LAURENCE D. MASS

4 230 South Bemiston  
Suite 1200

5 Clayton, MO 63105

6 IN RE: IN RE: REHVA RENEE ERICKS

7 Dear Mr. Mass:

8 Please find enclosed your copies of the deposition of  
BEVERLY HOLMES DILTZ taken on July 22, 2015 in the  
9 above-referenced case. Also enclosed is the original  
signature page and errata sheets.

10

Please have the witness read your copy of the  
11 transcript, indicate any changes and/or corrections  
12 desired on the errata sheets, and sign the signature  
13 page before a notary public.

14

15 Please return the errata sheets and notarized  
16 signature page to Paul Randolph for filing prior to  
17 trial date.

18

19 Sincerely,

20

21

22 Amy A. Victoria

23

24 Enclosures

25



1

ERRATA SHEET

Witness Name: BEVERLY HOLMES DILTZ

2

Case Name: IN RE: REHVA RENEE ERICKS

Date Taken: JULY 22, 2015

3

4 Page #\_\_\_\_\_ Line #\_\_\_\_\_

5 Should read: \_\_\_\_\_

6 Reason for change: \_\_\_\_\_

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8 Page #\_\_\_\_\_ Line #\_\_\_\_\_

9 Should read: \_\_\_\_\_

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12 Page #\_\_\_\_\_ Line #\_\_\_\_\_

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16 Page #\_\_\_\_\_ Line #\_\_\_\_\_

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20 Page #\_\_\_\_\_ Line #\_\_\_\_\_

21 Should read: \_\_\_\_\_

22 Reason for change: \_\_\_\_\_

23

24 Witness Signature: \_\_\_\_\_

25

1 STATE OF \_\_\_\_\_)

2

3 COUNTY OF \_\_\_\_\_)

4

5 I, BEVERLY HOLMES DILTZ, do hereby certify:

6 That I have read the foregoing deposition;

7 That I have made such changes in form

8 and/or substance to the within deposition as might

9 be necessary to render the same true and correct;

10 That having made such changes thereon, I

11 hereby subscribe my name to the deposition.

12 I declare under penalty of perjury that the

13 foregoing is true and correct.

14 Executed this \_\_\_\_ day of \_\_\_\_\_,

15 20\_\_\_\_, at \_\_\_\_\_.

16

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\_\_\_\_\_

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BEVERLY HOLMES DILTZ

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NOTARY PUBLIC

24 My Commission Expires:

25

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35:18 53:12	33:15 36:21,21	19:10 20:24	48:7 75:22	<b>visited</b> 59:21
57:25 59:18	58:2 62:6 74:1	25:5,19 53:18	82:22	
62:25 67:6	<b>Terrence</b> 81:12	79:5 81:3 82:8	<b>uncomfortable</b>	<b>W</b>
69:17 76:23	<b>testifying</b> 6:25	<b>told</b> 30:7 63:21	57:14	<b>walls</b> 65:3,6,19
80:4,6 81:4	<b>testimony</b> 6:17	<b>tools</b> 38:15	<b>underlying</b> 81:10	<b>Walton</b> 61:19,22
<b>taken</b> 1:15 5:3	84:5,6	<b>track</b> 49:7,11	<b>understand</b> 20:8	61:24
42:20 58:4	<b>Thank</b> 7:12 63:8	<b>train</b> 57:16	21:13 51:8	<b>want</b> 5:16 12:10
69:13 71:11	<b>thereof</b> 61:9	<b>training</b> 9:5 62:9	72:21	17:11 18:24
72:9,18,24 84:7	<b>thereon</b> 87:10	62:15,19 63:12	<b>understanding</b>	19:18 21:2 28:5
84:11 85:8 86:2	<b>thereto</b> 84:13	63:18,24	48:15	29:18 32:23
<b>takes</b> 48:24 76:10	<b>thing</b> 42:9 58:18	<b>transcribed</b> 5:5	<b>United</b> 1:1 3:1,16	33:15 51:8
<b>talk</b> 18:1 37:4	<b>things</b> 20:23	<b>transcript</b> 2:14	4:3 5:15	57:18 68:24,24
<b>talked</b> 28:8 32:6	55:21 56:6 80:1	81:5 82:14	<b>unrelated</b> 59:9	<b>wanted</b> 46:12
68:22 82:15,17	80:23	85:11	<b>unusual</b> 27:20	58:17 61:25
<b>talking</b> 23:24	<b>think</b> 18:10 20:5	<b>trial</b> 85:17	<b>upstairs</b> 59:20,21	83:3
27:3 31:3 32:18	25:15 26:16	<b>true</b> 10:3 18:11	60:3,5	<b>Washington</b> 14:9
65:10 70:5	36:20 39:17	87:9,13	<b>USBank</b> 43:12	15:5,23 16:13
<b>tax</b> 49:25 50:14	43:21 47:25	<b>trust</b> 46:25 47:4	43:18 67:17	16:21 17:8
50:25 51:4,5,5	49:17 52:1	47:7	<b>use</b> 10:23,24	32:25 36:9 59:8

wasn't 12:15 25:21 27:13 62:3 64:5	38:2	<b>15th</b> 52:7	<b>314)539-2976</b> 4:6	<b>86</b> 2:5
<b>way</b> 14:24 32:18 36:6 69:16 78:15	<hr/> <b>Y</b> <hr/>	<b>18</b> 2:9	<b>314)62-2333</b> 4:12	<b>87</b> 2:6
<b>wearing</b> 35:20	<b>yeah</b> 13:18 29:2	<b>1985</b> 73:21	<b>314-533-4356</b>	
<b>Wednesday</b>	29:4 35:14 46:1	<b>1995</b> 11:5 12:11	54:19	
53:19	53:24,25 57:17	<hr/> <b>2</b> <hr/>	<b>314-533-4357</b>	
<b>week</b> 53:14,19,20	57:24 65:25	<b>2</b> 2:2 21:16	54:11	
<b>Westminster</b>	71:6,12 75:11	<b>20</b> 87:15	<b>3919</b> 14:9 15:5	
7:23	78:2	<b>2003</b> 13:6,15	15:22 16:12,20	
<b>We'll</b> 31:13 67:7	<b>year</b> 8:21 51:5,6	<b>2004</b> 13:12,14	17:8 27:8 28:19	
67:10 79:25	51:7 52:13	<b>2007</b> 18:7 24:24	31:18 32:3,24	
<b>we're</b> 5:21 6:2	63:18 73:25	25:23 31:15	41:13,15 42:8	
10:25 46:4 69:4	<b>years</b> 8:2,16 9:3	40:4 41:9,13	42:10 44:8	
70:5 79:15	39:10 50:9	42:1,21 43:22	48:19 58:19	
<b>we've</b> 24:21 28:8	51:12,14,24	44:13,14 48:3	59:6,7,8 60:14	
31:10 32:1	52:15,20,23	49:5,23 53:7,8	60:17,22 61:2	
37:11 55:11	63:6 67:23 68:5	54:3 55:8,12	61:15 65:20	
79:4 82:17	68:14,18 70:22	56:7 62:24	73:6 74:24	
<b>whatsoever</b> 14:4	74:23 75:4,13	67:16 74:20	<hr/> <b>4</b> <hr/>	
19:2 34:25	75:14	77:11,21 79:18	<b>4</b> 2:3 62:11	
<b>Williams</b> 81:12	<b>yesterday</b> 64:9	<b>2008</b> 17:9 32:25	<b>4009</b> 7:23	
<b>willing</b> 44:1	<hr/> <b>\$</b> <hr/>	33:5	<b>4144</b> 14:14 32:4	
<b>Windows</b> 49:17	<b>\$10,000</b> 71:8	<b>2009</b> 14:12 33:6	34:1,5 36:8	
<b>witness</b> 5:6 18:2	<b>\$300</b> 70:8	33:8	41:14,22 42:1	
58:22 82:19,22	<b>\$4,500</b> 44:24	<b>2011</b> 53:8	48:19 78:9	
83:1 84:5,7	45:4,6,13 46:2	<b>2012</b> 32:3 35:22	<b>45</b> 46:1	
85:10 86:1,24	46:5	35:23 36:16,17	<hr/> <b>5</b> <hr/>	
<b>woman</b> 52:7	<b>\$5,000</b> 24:15,18	<b>2014</b> 26:11 27:1	<b>5</b> 2:4	
<b>word</b> 49:17 58:1	<b>\$6,000</b> 44:22	27:2,9,12 32:15	<b>5G</b> 62:12	
<b>words</b> 9:24	45:12	51:9,16 52:11	<b>533-4357</b> 55:17	
<b>work</b> 7:9 11:18	<hr/> <b>#</b> <hr/>	59:1,12 61:14	<hr/> <b>6</b> <hr/>	
31:17 58:21	<b>#556</b> 4:15 84:18	75:19	<b>63101</b> 4:17	
<b>worked</b> 57:12	<hr/> <b>1</b> <hr/>	<b>2015</b> 1:16 3:10	<b>63102</b> 4:5	
77:21	<b>1</b> 2:9 18:16,19	5:25 27:1 85:2	<b>63105</b> 3:14 4:11	
<b>working</b> 28:5,19	<b>1-800-280-3376</b>	85:8 86:2	85:5	
29:18 31:24,25	4:18	<b>22</b> 1:16 3:10 85:8	<b>63108</b> 7:24 14:10	
35:8,10 57:5	<b>10th</b> 59:12	86:2	14:14	
79:4	<b>10:00</b> 1:25	<b>22nd</b> 5:25	<b>6353</b> 4:5	
<b>works</b> 56:14 63:8	<b>10:02</b> 6:1	<b>230</b> 3:13 4:10	<b>644-2191</b> 4:17	
69:22	<b>111</b> 4:4	85:4	<hr/> <b>7</b> <hr/>	
<b>wouldn't</b> 58:3	<b>12:06</b> 83:18	<hr/> <b>3</b> <hr/>	<b>711</b> 4:16	
70:22	<b>1200</b> 3:14 4:11	<b>3</b> 2:3 85:2	<hr/> <b>8</b> <hr/>	
<b>written</b> 64:12	85:4	<b>3G</b> 47:12,13,21	<b>84</b> 2:4	
<b>wrong</b> 24:25	<b>14-44248-659</b> 1:9	<b>30</b> 70:6	<b>85</b> 2:5	
	3:5	<b>314</b> 4:17		

**Attachment 228**

Transcript of *In re Scales* § 341 meeting

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

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



)  
) **NOTICE OF FILING OF AFFIDAVIT**  
) **AND TRANSCRIPT FROM MEETING**  
) **CREDITORS IN CASE NO. 14- 49828,**  
) **DEBTOR SYLVIA D. SCALES**

Chapter 7 Trustee E. Rebecca Case (“Trustee Case”) files this Notice of Filing of Affidavit and Transcript from Meeting of Creditors in Case No. 14-49828, Debtor Sylvia D. Scales and in support thereof respectfully reports the following:

1. Debtor Sylvia D. Scales (“Debtor Scales”) filed a Voluntary Chapter 7 Petition for Relief in the United States Bankruptcy Court for the Eastern District of Missouri on December 19, 2014 and a copy of the Order and Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines (“Notice”) is attached hereto and incorporated herein as **Exhibit “1”**.

2. According to the Notice, the Attorney for Debtor is Dean D. Meriwether (“Attorney Meriwether”), Critique Services, 3919 Washington Avenue, St. Louis, Missouri 63108.

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

4. The Meeting of Creditors was held on Friday, January 16, 2015.

5. Debtor Sylvia D. Scales and Attorney Meriwether appeared and testified at the Meeting of Creditors.

6. Attached hereto and incorporated herein as **Exhibit “2”** is a copy of the Affidavit and Transcript from Meeting of Creditors in Case No. 14-49828, Debtor Sylvia D. Scales.

7. Attached hereto and incorporated herein as **Exhibit “3”** is a copy of Debtor Sylvia D. Scales’s Statement of Financial Affairs, page 3, number 9.

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

WHEREFORE, Chapter 7 Trustee E. Rebecca Case files this Notice of Filing of Affidavit and Transcript from Meeting of Creditors in Case No. 14-49828, Debtor Sylvia D. Scales in this case pursuant to her understanding of the Orders that have been entered by the Honorable Charles E. Rendlen, III in several cases in regard to "Critique Services", Dean Meriwether and/or Robert J. Dellamano.

STONE, LEYTON & GERSHMAN  
A Professional Corporation

By: /s/ E. Rebecca Case

E. Rebecca Case  
7733 Forsyth Boulevard, Suite 500  
St. Louis, Missouri 63105  
(314) 721-7011  
(314) 721-8660 Facsimile  
chapter7trustee@stoneleyton.com

*Chapter 7 Trustee*

**CERTIFICATE OF SERVICE**

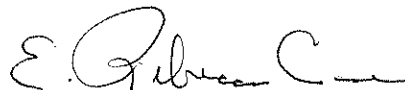
I hereby certify that a true and correct copy of the foregoing was sent via first class, United States mail, postage prepaid and/or electronic notice on January 8, 2016 to:

1. Ross H. Briggs  
Post Office Box 58628  
St. Louis, Missouri 63158
2. Ross H. Briggs  
4144 Lindell, Suite 202  
St. Louis, Missouri 63108
3. James Clifton Robinson  
Critique Services  
3919 Washington Boulevard  
St. Louis, Missouri 63108
4. Critique Legal Services or Critique Services  
3919 Washington Boulevard  
St. Louis, Missouri 63108
5. Dean D. Meriwether  
Critique Services  
3919 Washington Avenue  
St. Louis, MO 63108  
Attorney for Debtor  
Sylvia D. Scales
6. Laurence D. Mass  
230 South Bemiston Avenue, Suite 1200  
Clayton, Missouri 63105  
Attorney for Critique Services, LLC
7. Robert J. Blackwell  
Blackwell and Associates)  
P.O. Box 310  
O'Fallon, Missouri 63366-0310
8. David A. Sosne  
Summers Compton Wells LLC  
8909 Ladue Road  
St. Louis, Missouri 63124
9. Tom K. O'Loughlin  
O'Loughlin, O'Loughlin et al.  
1736 N. Kingshighway  
Cape Girardeau, Missouri 63701

10. Kristin J. Conwell  
Conwell Law Firm LLC  
PO Box 56550  
St. Louis, Missouri 63156
11. Seth A. Albin  
Albin Law  
7710 Carondelet Avenue, Suite 405  
St. Louis, Missouri 63105
12. Office of the United States Trustee  
Thomas F. Eagleton Courthouse  
111 South Tenth Street, Suite 6353  
St. Louis, Missouri 63102
13. Paul Randolph  
Office of the United States Trustee  
Thomas F. Eagleton Courthouse  
111 South Tenth Street, Suite 6353  
St. Louis, Missouri 63102
14. Daniel J. Casamatta  
Acting United States Trustee  
Charles Evans Whittaker Courthouse  
400 East 9<sup>th</sup> Street, Room 3440  
Kansas City, Missouri 64106
15. Adam E. Miller  
Office of the United States Trustee  
Charles Evans Whittaker Courthouse  
400 East 9<sup>th</sup> Street, Room 3440  
Kansas City, Missouri 64106
16. Pauline A. Brady  
1732 Delrosa Way  
St. Louis, Missouri 63138
17. Sylvia D. Scales  
3060 Santiago, Apt. J  
Florissant, Missouri 63033

Debtor

Debtor



/s/ E. Rebecca Case

E. Rebecca Case

**UNITED STATES BANKRUPTCY COURT**  
Eastern District of Missouri

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

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 12/19/14.

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

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

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

Sylvia D. Scales  
3060 Santiago Apt J  
Florissant, MO 63033

Case Number:  
14-49828 -A659

Last four digits of Social Security or Individual Taxpayer-ID (ITIN)  
No(s)/Complete EIN:  
xxx-xx-1288

Attorney for Debtor(s) (name and address):  
Dean D. Meriwether  
Critique Services  
3919 Washington Avenue  
St. Louis, MO 63108  
Telephone number: 314-533-4357

Bankruptcy Trustee (name and address):  
E. Rebecca Case  
7733 Forsyth Blvd.  
Suite 500  
Saint Louis, MO 63105  
Telephone number: (314) 721-7011

**Meeting of Creditors:**

Date: **January 16, 2015** Time: **01:30 PM**  
Location: **111 South Tenth Street, First Floor, Room 1.310, St. Louis, MO 63102**

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

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

*See "Presumption of Abuse" on reverse side.*

The presumption of abuse does not arise.

**Deadlines:**

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

**Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts: 3/17/15**

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

**Deadline to Object to Exemptions:**

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

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

**Foreign Creditors**

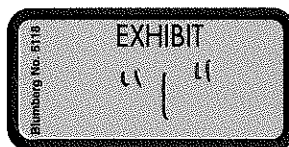
A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

**Address of the Bankruptcy Clerk's Office:**

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

**So Ordered:**

*Kathy A. Burnett-States*  
United States Bankruptcy Court Judge  
Date: 12/20/14



**EXPLANATIONS**

FORM B9A (12/12)

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

**Debtor information needed at the meeting of creditors:**

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

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

**Debtor Identification:**

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

**AFFIDAVIT AND TRANSCRIPT FROM  
MEETING OF CREDITORS IN CASE NO. 14-49828, DEBTOR SYLVIA D. SCALES**

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

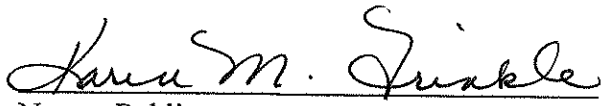
1. I am over the age of eighteen and in all ways competent to make this Affidavit.
2. I accurately transcribed the tape from the Meeting of Creditors of Debtor Sylvia D. Scales, Case No. 14-49828-659, and a copy of the transcript is attached hereto and incorporated herein as Exhibit "A".

Further, affiant sayeth not.

  
\_\_\_\_\_  
Diane Ferranti

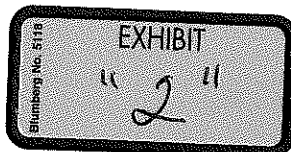
STATE OF MISSOURI     )  
                                  )   SS  
COUNTY OF ST. LOUIS   )

Subscribed and sworn to before me this 8<sup>th</sup> day of January 2016.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10-10-17



KAREN M. TRINKLE  
My Commission Expires  
October 10, 2017  
St. Louis County  
Commission #13677742



**Sylvia D. Scales – Meeting of Creditors January 16, 2015**  
**Case No. 14-49828**

Transcribed by Diane Ferranti  
Trustee: E. Rebecca Case (T)  
Debtor: Sylvia D. Scales  
Attorney for Debtor: Dean D. Meriwether

T: Please raise your hand. Do you swear to tell the truth, the whole truth and nothing but the truth?

Ms. Scales: Yes, I do.

T: Thank you. Please be seated. Please state your name.

Ms. Scales: Sylvia Denise Scales.

T: And your attorney.

Mr. Meriwether: Dean Meriwether for the Debtor.

T: Ms. Scales, I'm returning to you your Missouri driver's license and your Social Security card. Does that match the information – that matches the information on your petition.

Ms. Scales: No, this is an old address.

T: Let's take a look at that. The addresses are different, but your name matches –

Ms. Scales: Yeah, everything –

T: - what's on your Petition.

Ms. Scales: Yeah.

T: Your attorney has your Voluntary Petition there for you to take a look at. Is that your signature?

Ms. Scales: Yes, it is.

T: In addition to signing the Voluntary Petition, did you sign all the bankruptcy Schedules, and Statements, and related documents?

Ms. Scales: Yes, I did.

T: And before you signed your name to those documents, did you read them?

Ms. Scales: Yes, I did.





T: So you are personally familiar with the information in your bankruptcy Schedules, Statements and related documents?

Ms. Scales: Yes, I am.

T: Is the information in those documents true and correct?

Ms. Scales: Yes.

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

Ms. Scales: No.

T: Did you list all assets?

Ms. Scales: Yes.

T: Did you list all creditors?

Ms. Scales: Yes.

T: You filed bankruptcy once before in 2003.

Ms. Scales: Yes.

T: And you received a discharge.

Ms. Scales: Yes.

T: Who represented you at that time?

Ms. Scales: Umm.

T: Do you recall?

Ms. Scales: Umm, in Clayton. It was a lawyer in Clayton.

T: Okay.

Ms. Scales: I forget his name.

T: Your current employer, what's the address there?

Ms. Scales: 401 Corporate Park.

T: Your 2013 tax return, did you file it with the IRS?

Ms. Scales: Yes.

T: You owed taxes, about \$3,326.00 to the IRS. Is that correct?

Ms. Scales: Yes.

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

Ms. Scales: No.

T: Have you read the U.S. Trustee's Information Sheet?

Ms. Scales: Yes.

T: And is this your signature on this form?

Ms. Scales: Yes, it is.

T: Real estate, have you owned a house, a lot or a condominium in the last year?

Ms. Scales: No.

T: Let's go to your Schedule B, Personal Property. How much cash did you have on the day you filed?

Ms. Scales: None.

T: Ten dollars it says.

Ms. Scales: Ten dollars.

T: Did you have a bank account?

Ms. Scales: No.

T: Had you had a bank account in the year before the filing of the bankruptcy case?

Ms. Scales: No.

T: Look at your answers to questions three through nine, are those accurate values for your property as of the day of the filing of this case?

Ms. Scales: Yes.

T: Number 12, you have a 401K through work. Is that correct?

Ms. Scales: Yes.

T: Do you contribute to it?

Ms. Scales: Yes.

T: Do you contribute more than six percent of your income?

Ms. Scales: No.

T: Do you own any stocks or bonds?

Ms. Scales: No.

T: Do you own an automobile?

Ms. Scales: Repossessed.

T: Okay. Have they sold the car?

Ms. Scales: Well, they haven't -- they gave me a call I just didn't call it, because I was gonna surrender it anyway.

T: And who -- is that Aaron Sales and Lease?

Ms. Scales: No, that's Drive Time.

T: Okay. Mr. Meriwether, if you'll take a look and see if you see Drive Time either on Schedule D or Schedule F for me, because there's no car listed on B and there's no secure car -

Mr. Meriwether: Drive Time is a rental company.

T: Okay. Do you owe Drive Time money?

Ms. Scales: Yes, like --

T: Or you want me to discharge that debt in bankruptcy?

Ms. Scales: Yes. I thought it was on there, because they --

T: Well, maybe I'm missing it that's why I asked for him to take a look.

Ms. Scales: D-T -- D-T something. I've got it right here in - in my stack.

T: Are you leasing any property at this time?

Ms. Scales: No.

T: Are you a party to any contract?

Ms. Scales: No.

T: Think back for me 90 days before --

Ms. Scales: Here it is right here.

T: - filing your bankruptcy case –

Ms. Scales: It's called Ugly Duckling DT.

T: So it's Ugly Duckling?

Ms. Scales: Yeah.

T: Thank you. During the 90 days before filing this case, did you pay any one creditor \$600.00 or more?

Ms. Scales: No.

T: In the year before filing this case, did you have any losses due to fire, theft, casualty or gambling?

Ms. Scales: No.

T: Are you holding any property for another person?

Ms. Scales: No.

T: Is anyone holding any property for you?

Ms. Scales: No.

T: Does anyone owe you any money?

Ms. Scales: No.

T: Do you have any claims against anyone?

Ms. Scales: No.

T: Number 9, payments to debt counseling or bankruptcy, it indicates you paid Mr. Meriwether \$299.00 on November 2014. Is that accurate?

Ms. Scales: Yes.

T: Okay. And did you receive a receipt?

Ms. Scales: Yes.

T: Do you have that with you?

Ms. Scales: No, I didn't bring my receipt.

T: Okay. Did Mr. Meriwether sign the receipt when he gave it to you?

Ms. Scales: Yes.

T: And it wasn't anyone from his office that signed the receipt and gave it to you? Mr. Meriwether personally did it?

Ms. Scales: Yes, that last payment, yeah.

T: Pardon me?

Ms. Scales: The last payment --

T: The last payment.

Ms. Scales: Yeah.

T: When did you make the first payment?

Ms. Scales: I made the first payment on October -- sometime in October.

T: In October, who did you give that payment to?

Ms. Scales: It was a lady.

T: It was a lady.

Ms. Scales: Um-hmm.

T: Was that at 3919 Washington Boulevard?

Ms. Scales: Yes.

T: Okay. Do you remember her name?

Ms. Scales: I don't remember her name. She had short hair.

T: Short hair.

Ms. Scales: Uh-hmm.

T: Okay. Do you remember anything else about her?

Ms. Scales: She's tall -

T: She's tall.

Ms. Scales: - and dark -- tall, dark with short hair.

T: Okay. And how much did you pay her?

Ms. Scales: I think it was 301, something like that.

T: \$301.00.

Ms. Scales: Something like that.

T: Okay. So you paid her 301. Did you – and what happened that day?

Ms. Scales: Umm, I – she was about the first thing about the creditor and she showed me this right here and anything I need to bring on what date, what time and what date to meet with the attorney -

T: Okay.

Ms. Scales: - and if I needed –

T: Do you mind if I take a look?

Ms. Scales: - if I needed anything else that kind of form it should be in.

T: Okay. And then you went back a second time?

Ms. Scales: Yes, after I got all the paperwork together. I put it in a better order.

T: And when you went back a second time who did you see?

Ms. Scales: Ah, who did I see a second time? It was the same lady.

T: Same person – saw her again?

Ms. Scales: Yeah.

T: Okay. What did you guys do to that time?

Ms. Scales: Umm, I turned in – umm, I think some check stubs and – what else did I have to bring? Oh, that was the meeting we meet before I meet with the attorney.

T: Okay.

Ms. Scales: So.

T: So did you pay her anymore money then?

Ms. Scales: I'm not sure – did I pay her? I'm not sure – nah, I didn't pay –

T: You don't think you paid her anything the second time you went in?

Ms. Scales: Hmm-hmm.

T: Okay. And when you got your receipt - is it a paper receipt?

Ms. Scales: Yes.

T: Did it come out of a receipt book?

Ms. Scales: Yes.

T: Okay. Was there a carbon paper? Do you remember what color the receipt book was?

Ms. Scales: My – my receipt is white.

T: Is it?

Ms. Scales: Uh-huh.

T: Okay. And so then at the second meeting, is that when you met Mr. Meriwether for the first time?

Ms. Scales: Hmm-hmm.

T: Is that yes?

Ms. Scales: Yes.

T: And about how long were you guys together?

Ms. Scales: Oh, probably 15 minutes, 20 minutes –

T: Fifteen minutes.

Ms. Scales: - something like that.

T: Okay. And you signed your documents and he signed?

Ms. Scales: Yes.

T: Okay. All right. Mr. Meriwether, is the woman who took the money your employee?

Mr. Meriwether: Yes, she is.

T: She is your employee?

Mr. Meriwether: Yes, she is.

T: Okay. And you write her a check every month?

Mr. Meriwether: The office manager does.

T: The office manager does. Is the office manager your employee?

Mr. Meriwether: Yes, she is.

T: Okay. What's this woman's name that we're talking about?

Mr. Meriwether: The office manager?

T: Yeah.

Mr. Meriwether: Rene.

T: Rene.

Mr. Meriwether: Yeah.

T: And what's the lady's name who collected the money?

Mr. Meriwether: Uh, maybe Charlotte Thomas.

T: Charlotte Thompson – Thomas.

Mr. Meriwether: Thomas.

Ms. Scales: Thomas. Thomas.

T: Charlotte Thomas.

Ms. Scales: Thomas. I remember now, Thomas.

T: And Rene?

Mr. Meriwether: Yes.

T: And you issue paychecks to them every – how often do you pay them?

Mr. Meriwether: Well, the office manager - uh, makes the payments.

T: How - where does the office manager get the money from?

Mr. Meriwether: Uh, she handles the cash flow.

T: She handles – she handles the cash flow?

Mr. Meriwether: Yes, she does.

T: Okay. Is it – is it your cash?

Mr. Meriwether: Uh, it's uh – I'm the owner of the company.



T: You're the owner of the company –

Mr. Meriwether: Yeah.

T: - so it's your cash?

Mr. Meriwether: Yes, it is.

T: Okay. So it's – it's all your cash and it's all going to show up on your income tax return?

Mr. Meriwether: Uh, it's - uh – it's uh, Critique – Critique's the company.

T: Okay. Critique's the company.

Mr. Meriwether: Yes, it is.

T: And that's your company?

Mr. Meriwether: Well, I – I get a payment each week from the company.

T: Oh, Critique gives you a payment?

Mr. Meriwether: Yeah, they do.

T: Okay. So Charlotte's collecting the money for?

Mr. Meriwether: Critique.

T: For Critique –

Mr. Meriwether: Yes.

T: - the company -

Mr. Meriwether: Yes.

T: - the LLC?

Mr. Meriwether: Yes.

T: Okay. And you're an employee of Critique, the LLC?

Mr. Meriwether: Yes, I am.

T: Okay. Who owns Critique, the LLC?

Mr. Meriwether: I'm not sure.

T: Who do you think owns it?

Mr. Meriwether: I don't know.

T: Who's your boss?

Mr. Meriwether: Uh – I - there's this group - group of people in the company.

T: A group of people - who are those people?

Mr. Meriwether: There's uh – Rene.

T: Okay.

Mr. Meriwether: There's Beverly.

T: Okay.

Mr. Meriwether: There's uh, Bey.

T: Who?

Mr. Meriwether: Bey, B-E-Y.

T: What's Bey's last name?

Mr. Meriwether: I'm not sure.

T: Okay. Who else?

Mr. Meriwether: Charlotte Thomas.

T: Okay.

Mr. Meriwether: Korie, K-O-R-I-E and uh, Shey, S-H-E-Y.

T: Okay. So the money – let's - I want to be sure I have this absolutely correct, gets collected when the Debtor comes in and she gives the money to Charlotte –

Mr. Meriwether: Yeah.

T: - Charlotte does what with the money? Where does it go next?

Mr. Meriwether: Gives it to Rene. Rene handles the money --

T: She gives it to Rene.

Mr. Meriwether: Rene handles the money.

T: What does Rene do with it?

Mr. Meriwether: I'm not involved in that.

T: You don't know.

Mr. Meriwether: No.

T: It just goes to Critique, LLC?

Mr. Meriwether: Or to the bank, yeah.

T: Or to the bank.

Mr. Meriwether: Yeah.

T: Okay. And you get paid?

Mr. Meriwether: Yes, I do.

T: When do you get paid?

Mr. Meriwether: Friday.

T: Every Friday?

Mr. Meriwether: Yeah.

T: Okay. Do you get paid by the case?

Mr. Meriwether: Oh, no, I get paid a certain amount each week.

T: A certain salary?

Mr. Meriwether: Yeah.

T: Okay. So what it says here on number 9, the Statement of Financial Affairs, that this Debtor sworn to, that she paid Dean Meriwether, attorney at law, on November 2014, \$299.00 that's not accurate is it?

Mr. Meriwether: Uh, it was probably paid to one of the support staff.

T: It was paid to Critique Services, LLC wasn't it?

Mr. Meriwether: Yeah.

T: It wasn't paid to you at all?

Mr. Meriwether: It was paid to the support staff. I don't – I don't deal with the money.

T: It goes straight to Critique Services and then they pay you?

Mr. Meriwether: Yes.

T: What's your 2016 say that you filed?

Mr. Meriwether: I'm not sure.

T: Who prepares your 2016?

Mr. Meriwether: I'm not sure about a 2016.

T: Do you know what the 2016 is?

Mr. Meriwether: No.

T: It's the disclosure of compensation that the attorney signs.

Mr. Meriwether: Oh.

T: You don't know what the 2016 is?

Mr. Meriwether: No, I don't.

T: You're signing it or someone's signing it for you electronically. Let me read to you what it says. It says you collected \$299.00 then it says the filing fee's been paid, that the Debtor paid you that it was paid to you and here's the important one, Mr. Meriwether, number 5, I have not agreed to share the above disclosed compensation with any other person unless they are a - members and associates of my law firm.

Mr. Meriwether: Yeah.

T: And it says December 19 and it's got your electronic signature on it.

Mr. Meriwether: Okay.

T: How many of these do you think you filed?

Mr. Meriwether: It's a high volume company.

T: Have you signed a lot of them?

Mr. Meriwether: Uh, well, we do high volume cases.

T: How many of these do you think you've signed?

Mr. Meriwether: I'm not sure. We do quite a few high volume cases.

T: So how many false statements would that be to the Court?

Mr. Meriwether: I'm not making false statements.

T: All right. The U.S. Trustee's Office may have some questions for you. Okay.

Ms. Scales: Okay.

T: Have a seat and listen to the announcements.

Ms. Scales: Okay. Thank you.

T: Thank you.

B7 (Official Form 7) (04/13)  
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**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
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**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**

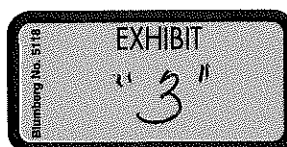
None  List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a 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
Dean Meriwether Attorney at Law 3919 Washington Blvd. Saint Louis, MO 63108	11/2014	\$299.00



**United States Bankruptcy Court  
Eastern District of Missouri**

In re Sylvia D Scales

Debtor(s)

Case No.

Chapter 7

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$	<u>299.00</u>
Prior to the filing of this statement I have received .....	\$	<u>299.00</u>
Balance Due .....	\$	<u>0.00</u>

2. \$ 335.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:  
 Debtor  Other (specify):
4. The source of compensation to be paid to me is:  
 Debtor  Other (specify):
5.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.  
 I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
  - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
  - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
  - d. [Other provisions as needed]

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:  
**Representation of the debtors in any dischargeability actions, judicial lien avoidances, redemption, any motions and relief from stay actions or any other adversary proceeding and/or motions. Also exclude preparation, negotiation and filing of reaffirmation agreements.**

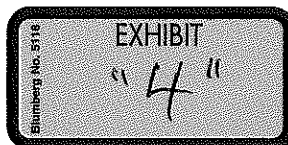
**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: December 19, 2014

/s/ Dean Meriwether

Dean Meriwether 48336  
Dean Meriwether Attorney at Law  
3919 Washington Blvd.  
Saint Louis, MO 63108  
314-533-4357 Fax: 314-533-4356  
attydeanmeriwether@yahoo.com



**Attachment 229**

Screenshots of webpages of the Critique Services website





# Critique Services

## General Discussion

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All bankruptcy cases are filed in the Federal Bankruptcy Court.

The most common personal bankruptcy cases are filed under Chapter 7 or Chapter 13.

Chapter 7 filings are complete liquidations, a fresh start, a full discharge of most debts while *retaining your home and vehicle*.

Chapter 13 filings are debt resolution filings which allow a reorganization of debts so that they may be paid with future earnings while affording one the opportunity to *retain their home, vehicle and other properties*.

In general, once you have filed for bankruptcy under either Chapter 7 or Chapter 13, your creditors will be notified of the filing and are no longer allowed to contact you to attempt to collect on the debt owed.

Any judgments, garnishments, foreclosures or repossessions will STOP. Once any debts are discharged through bankruptcy the creditors may no longer take action to collect such debts.

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3919 Washington Ave

St. Louis, Mo 63108

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(314) 533-HELP

**North Direction:** Kingshighway (south), turn left on Lindell Blvd (at Chase Park Plz Hotel), turn left on Vanderverter, turn left on Washington Ave.

or

Grand (south), turn right on Washington Ave (near FOX theatre).

\*\*\*\*\*

**South Direction:** Kingshighway (north), turn right on Lindell Blvd (at Chase Park Plz Hotel), turn left on Vanderverter, turn left on Washignton Ave.

or

Grand (north), turn left on Washington Ave. (near FOX theatre).



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Generally, under Chapter 7 a creditor does not have a right to object to a discharge unless there was a transfer or concealment of property with intent to defraud creditors, perjury, failure to account assets, or any earlier discharge within eight years of the filing date.

Under Chapter 13, creditors do not have a right to object to the discharge if the debtor makes payments under the approved plan.

A discharge can be subsequently revoked if the discharge was based on fraud. *It is important that the debtor disclose all assets when filing bankruptcy claims* to avoid the potential revocation after discharge.

Under Chapter 7 most debts are extinguished (wiped-out) upon completion of the process. Notable *exceptions* are real property or vehicles debtor has chosen to retain, government student loans, back child support, some taxes or fines.

Lastly, certain consumer purchases or cash advances made a *short time* before filing may not be dischargeable. It is important that the debtor list all debts in the filing. *Any debts that are not disclosed as part of the filing are not discharged in the bankruptcy proceeding.*



# Critique Services

## Process

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Under Chapter 7 & 13 petition you must disclose all assets and liabilities, a schedule of income and expenditures, a statement of financial affairs, and a schedule of executory contracts and unexpired leases.

Finally, you must provide a list of all creditors and their claims, source amount and frequency of all income, a list of all property, and monthly living expenses such as food, clothes, housing, transportation, utilities, etc.

You will be required to file a copy of your tax returns filed during the case and the most recent tax year prior. Also a certificate must be filed showing completion of required credit counseling, evidence of payment from employers, if any, received 60 days prior to filing, a statement of monthly net income and any expected increases or decreases, and any federal or state education or tuition accounts.

***You will also be allowed to file a schedule disclosing all of the exempt property you intend to retain.***



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## Court

Once filed, much of the case is administered by a Trustee appointed by the Court.

You will be required to meet with the trustee, under oath, to discuss your financial affairs. Your attorney will be in attendance as well.

Lastly, you are required to complete and file a financial management certificate before you receive your discharge.

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## Time Frame

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All foreclosures, repossessions, levies, liens and garnishments cease ***at the time of filing.***

Debtor meet with the Trustee approximately 30 days after filing.

Discharge is usually issued within 90 days after the meeting with the Trustee.

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# Critique Services

## Fees

**CHAPTER 7 INDIVIDUAL BANKRUPTCY \$299.00**

**CHAPTER 13 INDIVIDUAL BANKRUPTCY \$299.00**

**CHAPTER 7 JOINT BANKRUPTCY \$349.00**

**CHAPTER 13 JOINT BANKRUPTCY \$349.00**

**Free Credit Report & Immediate Filing**

*\*court filing fees & credit counseling courses applicable.\**

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## Disclaimer

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You may contact us for individual legal advice with regards to your particular situation.

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# Critique Services

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## You may Visit or contact us:

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3919 Washington Ave., St. Louis Mo 63108 (314) 533-HELP

### **HOURS:**

*MONDAY - FRIDAY 9:00 a.m. - 4:00 p.m*

*SATURDAY: 9 a. m. - NOON*

or

[customerservices@critiqueservices.info](mailto:customerservices@critiqueservices.info)

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You may contact us for individual legal advice with regards to your particular situation.

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