Attachment 1

Memorandum of the Clerk's Office regarding the cases filed by Critique Services Business cases filed in 2013

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

OFFICIAL
MEMORANDUM

TO: Judge Rendlen's Chambers

FROM: Dana C. McWay, Clerk of Court

RE: James Robinson

DATE: March 29, 2016

Based on the court record, James Robison filed the following quantity of cases per the chapter type identified below in 2013. Note the amount of Adversary cases filed during 2013 is not included in the totals below.

Chapter 7 – 1,014
Chapter 13 - 123

Taking into consideration the average fee charged by Mr. Robinson which was outlined in a Memorandum dated May 20, 2014 and shown below, the estimated total revenue for 2013 would be $792,377.22.

Chapter 7:	1,014 (cases) x $296.23 (average fee per case)	=	$300,377.22
Chapter 13:	123 (cases) x $4,000.00 (average fee per case)	=	$492,000.00
	Estimated Total	=	**$792,377.22**

Donna E. Bard

Dana C. McWay
Clerk of Court
by
Donna E. Bard
Operations Manager

Attachment 2

Articles of Organization for Critique Services L.L.C.,
filed with the Missouri Secretary of State

State of Missouri

Matt Blunt, Secretary of State

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

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

FILED

AUG 09 2002

Matt Blunt
SECRETARY OF STATE

Articles of Organization

(Submit in duplicate with filing fee of $105)

1. The name of the limited liability company is:

Critique Services L.L.C.

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized: Bankruptcy Petition Preparation Service

3. The name and address of the limited liability company's registered agent in Missouri is:

Beverly Holmes | 4144 Lindell Ste 100 | St. Louis, Mo 63108

Name | *Street Address: May not use P.O. Box unless street address also provided* | *City/State/Zip*

4. The management of the limited liability company is vested in one or more managers. ☒ Yes ☐ No

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

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

6. The name(s) and street address(es) of each organizer (Post Office box alone not acceptable):

Beverly Holmes 12623 Baytree Dr. Florissant, Mo. 63033

7. For tax purposes, is the limited liability company considered a corporation? ☐ Yes ☒ No

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true:

(Organizer Signature)	*(Printed Name)*	*(Date)*
Beverly Holmes	Beverly Holmes	8/9/02

LLC-1 (11/00)

No. LC0068981

STATE OF MISSOURI

Matt Blunt
Secretary of State

CERTIFICATE OF ORGANIZATION

LIMITED LIABILITY COMPANY

WHEREAS,

CRITIQUE SERVICES L.L.C.

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

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

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

Matt Blunt

Secretary of State

$105.00

SOS #30 (1-01)

Attachment 3

Articles of Organization for Critique Legal Services L.L.C.,
filed with the Missouri Secretary of State

State of Missouri

Matt Blunt, Secretary of State

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

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

FILED

AUG 0 9 2002

Matt Blunt
SECRETARY OF ST

Articles of Organization

(Submit in duplicate with filing fee of $105)

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

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

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

4. The management of the limited liability company is vested in one or more managers. ☒ Yes ☐ No

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Dll going
(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

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

7. For tax purposes, is the limited liability company considered a corporation? ☐ Yes ☒ No

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

In Affirmation thereof, the facts stated above are true:

(Organizer Signature)	*(Printed Name)*	*(Date)*
Beverly Holmes	Beverly Holmes	8/9/02
(Organizer Signature)	*(Printed Name)*	*(Date)*
(Organizer Signature)	*(Printed Name)*	*(Date)*

LLC-1 (11/00)

No. LC0068980

STATE OF MISSOURI

Matt Blunt
Secretary of State

CERTIFICATE OF ORGANIZATION

LIMITED LIABILITY COMPANY

WHEREAS,

CRITIQUE LEGAL SERVICES L.L.C.

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

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

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

Matt Blunt

Secretary of State

$105.00

SOS #30 (1-01)

Attachment 4

Registration of Fictitious Name “Critique Services” to Diltz,
filed with the Missouri Secretary of State

State of Missouri

Matt Blunt, Secretary of State

Corporations Division

No. X 391209

SLCBS

FILED

MAY 25 2001

Matt Blunt
SECRETARY OF STATE

Registration of Fictitious Name

(Submit in duplicate with filing fee of $7)

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another person or business from adopting and using the same name. (Chapter 417, RSMo.)

We, the undersigned, are doing business under the following name, and at the following address:

Business name to be registered: Critique Services

Business Address: 4144 Lindell Ste 104
(P.O. Box alone not acceptable)

City, State and Zip Code: St. Louis, Mo 63108

The parties having an interest in the business, and the percentage they own are (if a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed):

Name of Owners, Individual or Business Entity	Street and Number	City	State and Zip Code	If listed, Percentage of ownership must equal 100%
Beverly Holmes	4144 Lindell Ste 104	St. Louis	Mo 63108	100%

Return to: Secretary of State
Corporations Division
P.O. Box 778
Jefferson City, Mo. 65102

(Over)

Corp. #56 (11/00)

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

Individual Owners Sign Here

X Beverly Holmes X _____

X _____ X _____

X _____ X _____

391209

If Business Entity Is Owner, Authorized Person Execute Here

Critique Services
Business Name

Beverly Holmes Beverly Holmes Owner
Authorized Signature Printed Name Title

FILED

MAY 25 2001

Matt Blunt
SECRETARY OF STATE

State of Missouri

County of City of St. Louis } ss

I, Jacqueline A. Green, A Notary Public, do hereby certify that on 5-25-01
month/day/year

personally appeared before me Beverly Holmes, and being duly sworn by me, acknowledged that he/she signed as his/her own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal or Stamp)

Jacqueline A Green
Notary Public

JACQUELINE A GREEN
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. MAR. 22,2004

My commission expires _____

My County of Commission _____

Corp. #56 (11/00)

Attachment 5

Registration of Fictitious Name “Critique Legal Services” to Diltz,
filed with the Missouri Secretary of State

State of Missouri

Matt Blunt, Secretary of State

Corporations Division

No. X 414480

FILED

AUG 0 9 2002

Matt Blunt
SECRETARY OF

Registration of Fictitious Name

(Submit in duplicate with filing fee of $7)

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another person or business from adopting and using the same name. (Chapter 417, RSMo.)

We, the undersigned, are doing business under the following name, and at the following address:

Business name to be registered: Critique Legal Services

Business Address: 4144 Lindell Ste 100
(P.O. Box alone not acceptable)

City, State and Zip Code: St. Louis Mo 63108

The parties having an interest in the business, and the percentage they own are (if a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed):

Name of Owners, Individual or Business Entity	Street and Number	City	State and Zip Code	If listed, Percentage of ownership must equal 100%
Beverly Holmes	4144 Lindell Ste 100	St. Louis	Mo 63108	100%

Return to: Secretary of State
Corporations Division
P.O. Box 778
Jefferson City, Mo. 65102

(Over)

Corp. #56 (11/00)

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

Individual Owners Sign Here

X Beverly Holmes X _____

X _____ X _____

X _____ X _____

FILED

AUG 0 9 2002

Matt Blunt
SECRETARY OF

414480

If Business Entity Is Owner, Authorized Person Execute Here

_____
Business Name

_____
Authorized Signature Printed Name Title

State of Missouri

County of St. Louis City } ss

I, John Judd, A Notary Public, do hereby certify that on 08-09-02
month/day/year

personally appeared before me Beverly Holmes, and being duly sworn by me, acknowledged that he/she signed as his/her own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal or Stamp)

John Judd
Notary Public

My commission expires _____

My County of Commission _____

Corp. #56 (11/00)

JOHN JUDD
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires February 12, 2005

Attachment 6

Memorandum of the Clerk's Office regarding Robinson

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

OFFICIAL
MEMORANDUM

TO: Judge Rendlen's Chambers

FROM: Dana C. McWay, Clerk of Court

RE: James Robinson

DATE: March 29, 2016

According to court records, a CM/ECF login and password was provided to James Robinson on April 22, 2005. On May 9, 2005, Mr. Robinson proceeded with filing his first case for Mae Ellis, case number 05-46265. Mr. Robinson admission to practice in the Eastern District of Missouri was on December 5, 1996.

Donna E. Bard

Dana C. McWay
Clerk of Court
by
Donna E. Bard
Operations Manager

Attachment 7

Registration of Fictitious Name “Critique Services” to Robinson,
filed with the Missouri Secretary of State

State of Missouri

Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200513054002
X00658456
Date Filed: 05/10/2005
Expiration Date: 05/10/2010
Robin Carnahan
Secretary of State

Registration of Fictitious Name

(Submit with filing fee of $7)
(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: Critique Services

Business Address: 4144 Lindell Ste B-100
(P.O. Box may only be used in addition to a physical street address)

City, State and Zip Code: St. Louis, Mo 63108

The parties having an interest in the business, and the percentage they own are (If a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed.):

Name of Owners, Individual or Business Entity	**Street and Number**	**City and State**	**Zip Code**	**If listed, Percentage of ownership must equal 100%**
James C. Robinson	4144 Lindell Ste B-100	St. Louis, Mo	63108	100%

In Affirmation thereof, the facts stated above are true and correct :
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.060 RSMo)

Authorized Signature	*Printed Name*	*Date*
James C Robinson	James C Robinson	4/16/05

Name and address to return filed document:

Name: _____
Address: _____
City, State, and Zip Code: _____

State of Missouri
Fictitious Creation 1 Page(s)
T0513043021

Attachment 8

Contract between Critique Services L.L.C. and Robinson

CONTRACT

This Contract made and entered into this 10th day of August, 2007, by and between Critique Services, L.L.C. (hereinafter, "Critique"), a Missouri limited liability company, and James C. Robinson, Attorney at Law. (hereinafter, "JCR, ") a duly licensed attorney, is as follows:

Whereas, Critique is the owner of certain intellectual and other personal property (hereinafter, "property") and is a provider of support services (hereinafter, "services"), which are provided to others for fees, and

Whereas, James C. Robinson, Attorney at Law, wants to use the intellectual and personal property of Critique and engage its support services, and

Whereas, the following are defined contract terms:

a. Intellectual Property:

   i. "Critique Services" is the trade and service mark owned by Critique and is provided for a fee to others subject to a license agreement. This license agreement permits the licensure attorney to file with Missouri Secretary of State documents allowing him to perform as "D/B/A Critique Services".

   ii. Critique has developed and owns certain proprietary systems for the processing of information and filling in of forms used by attorneys in filing cases pursuant to the U.S. Bankruptcy Code and Chapter 7 & Chapter 13 thereunder. Said systems, as currently developed and hereafter enhanced from time-to-time, are subject to copyright and trade secret protection.

   iii. Critique has developed and owns certain training systems for administrative staff of attorneys which may enhance the ability of such staff to use Critique's processing and form-filing systems.

   iv. Software, and upgrades, but not information technology (hereinafter, "I.T.") services, necessary to implement the Critique systems.

   v. Marketing and advertising systems developed by Critique.

b. Other Personal Property:

   Office equipment, furniture, computers, phone systems, etc.

EXHIBIT
1

c. Licensed Attorney:

An attorney licensed to practice and actively engaged in the practice of law. Critique is neither an attorney, nor engaged in providing legal services to any, **nor is it a "bankruptcy petition preparer," as same is defined in 11 USCS §110 (2005). Critique will contract with a licensed attorney or an entity which employs** attorneys and provides legal services to persons who may be debtors and seeking bankruptcy protection or relief.

d. Support Services:

Critique furnishes administrative (bookkeeping) and marketing support services to **licensed attorneys or business entities which employ licensed attorneys** in their practice of Bankruptcy Law. Critique does not provide any direct bankruptcy services to clients of the attorneys, nor does it render any legal advice. **Critique does not handle any filing fees nor any payments by debtors; all such funds and filing fees are the responsibility of the licensed attorney or entity employing licensed attorneys.**

Whereas this Contract hereto as if fully set forth in the body of the contract,

NOW, THEREFORE, Critique and JCR agree as follows:

Critique will furnish to JCR, and JCR hereby accepts, the Intellectual Property, Other Personal Property, and Support Services on the terms and conditions herein. The parties hereto incorporate herein, an agree to be bound by, all provision of the Settlement Agreement and Court Order entered on the 27th day of July, 2007 in the adversary proceeding in the Bankruptcy Court, Adversary No. 05-04254-659. In particular, Critique will provide those services and facilities provided in paragraph 3 of that Settlement Agreement and Court Order and JCR will abide by and fulfill the provisions of paragraph 5 of that Settlement Agreement and Court Order as they pertain to attorneys with whom Critique contracts.

1. Price: The price to be paid by JCR, to Critique is as follows:

   a. Rent payment of $5,000.00 per month; and
   b. Minimum Payment of $5,000.00 per month for such additional charges as billed each month by Critique, for additional secretarial, administrative, marketing and other services unrelated to filing bankruptcy petitions and related documents for JCR clients.

2. Payment terms:

   a. Payment of $5000.00 on the first day of each month.

b. Charges for additional services invoiced at the end of the month shall be paid in four equal installments during the following month.

c. Critique shall pay for any software license fees.

3. Length of Contract and Cancellation:

4. This Contract shall auto-renew each year beginning August 1, 2008 and shall continue thereafter, but

b. May be cancelled, upon written notice delivered to the other party's last known address, by:

i. Critique, for cause, on seven (7) days notice;
ii. Critique, without cause, on thirty (30) days notice;
iii. By JCR for cause, on thirty (30) days notice;
iv. By JCR without cause, on thirty (30) days notice;
v. Any outstanding sum owed by promissory note upon termination of that agreement shall be waived and void; to either party.

5. Non-Compete, Non-Disclosure, Assignment:

JCR acknowledges the proprietary nature, and ownership by Critique, of the Intellectual Property and Support Services provided under this Contract. JCR agrees that during the continuation of this Contract, neither he, nor any person acting for him, will use the Intellectual Property nor disclose any details of same to any other person except as provided in this Contract or otherwise permitted by Critique. After termination, or in the event of cancellation, of the Contract for a period of one year in the State of Missouri and adjoining states, JCR or any person acting for him or with his assistance, use, shall not use the Intellectual Property nor disclose any details of same to any other person except with the prior written agreement of Critique. This Contract may not be assigned by JCR without the prior written consent of Critique. However, JCR acknowledges that Critique may provide Intellectual Property and Support Services to other attorneys during the continuation of this Contract of thereafter.

6. Upon termination, or sooner cancellation, of the Contract, JCR agrees to cease use and relinquish possession, at once, of all Intellectual and Other Personal Property, to Critique.

7. JCR acknowledges that it alone shall be responsible for advising and assisting its clients, who may be debtors and seeking Bankruptcy protection or relief, of the following (by way of example and not limitation):

a. The classification of debts;
b. The meaning of legal terms;
c. The nature of available exemptions and the applicability of an exemption to an individual client's circumstances;

d. Any issues pertaining to the ability of inability to discharge debt;
e. Any issues pertaining to the automatic stay provision of the Bankruptcy Code;
f. The correction of errors or omissions on bankruptcy forms or drafts thereof;
g. Any issues pertaining to:
   i. The retention of assets by debtors on filing a Bankruptcy Petition;
   ii. Reaffirmations or redemptions;
   ii. Lien avoidance under the Bankruptcy Code,
   iv. What actions should be taken if an adversary action is filed against a client (debtor) of the attorney.

VIII. Remedies:

In the event either party fails to perform in good faith as herein provided, the performing party shall be entitled to whatever legal or equitable remedies are available and shall also be entitled to reasonable attorney fees, costs and expenses, whether or not a lawsuit is filed.

IX. Indemnity:

JCR agrees to defend, indemnify and hold Critique and its individual members, agents, or employees, harmless from any and all liabilities, costs and expenses, related to or arising from (a) malpractice by JCR or (b) claims against Critique that it is engaged in the practice of law or providing impermissible bankruptcy services in the performance of this Contract.

X. Severability and Survival of terms.

If any part of the Contract is determined to be invalid or unenforceable, all other parts shall remain valid. The terms of this paragraph and paragraphs 5 through 9 shall survive and be enforceable subsequent to the cancellation or termination of the Contract.

XI. This Contract does not create an employment, agency, partnership, joint venture, or any other relationship between Critique and JCR and neither party shall have authority to bind the other party with respect to any matter.

Critique Services, LLC (Critique)

By: _____
Owner

Date: 8/10/07

James C. Robinson, (JCR)

By: _____
Attorney at Law

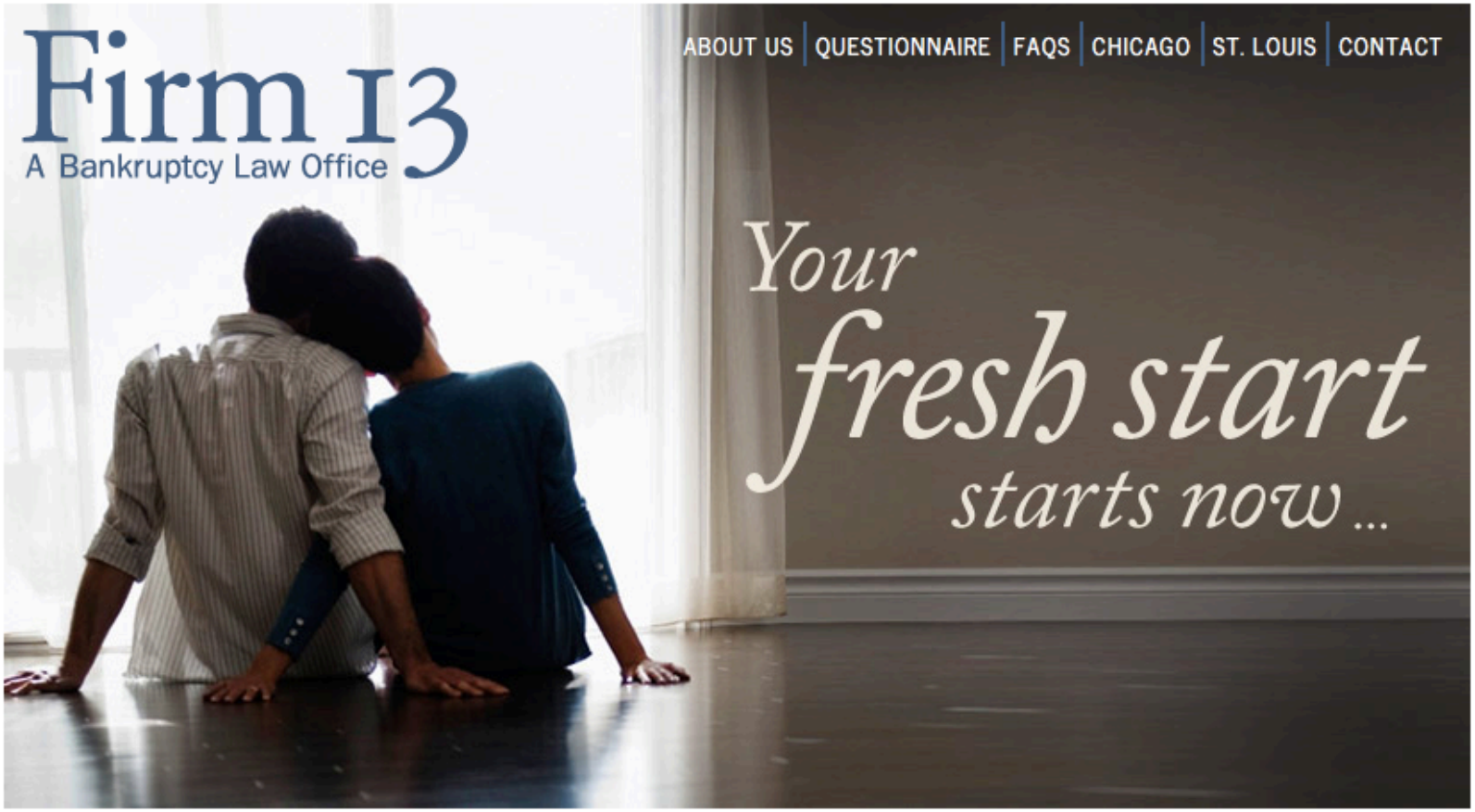
Date: 8/10/07

Attachment 9

Screenshots of Firm13 website; and page 80 of transcript of January 28, 2002 hearing in *In re Wayne*

Firm 13

A Bankruptcy Law Office



Getting Started

Fill out our easy-to-follow **online questionnaire** to see if Chapter 13 is right for you.

GO NOW ▶

Current Clients

Many of your questions about the process are answered on our FAQs page.

GO NOW ▶

About Us

Read more about Firm 13 founder, Ross H. Briggs and how we can best serve you.

GO NOW ▶

Firm 13

A Bankruptcy Law Office

Your fresh start starts now ...

Contact

Use our contact form below to contact us or email us directly at rbriggs@firm13law.com.

ST. LOUIS
4144 Lindell Boulevard
Suite 202
St. Louis, MO 63108

Phone: 314.652.8922
Fax: 314.652.8202

CHICAGO
Hyde Park Bank Building
1525 East 53rd Street
Suite 423
Chicago IL 60615

Phone: 773.220.7007
Email: rbriggs@firm13law.com

Your Name (required)

Your Email (required)

firm13law.com

Reference | Commercial | Financial | St. Louis | Court Websites | Insurance

irm13 - Yahoo Search Results | Firm 13 Law | Ross H. Briggs

Firm 13

A Bankruptcy Law Office

Your fresh start starts now ...

About Us

In my 30 years of practice of law, I have filed literally thousands of bankruptcies on behalf of my clients. I have learned from that experience that clients require and expect prompt and easy communication with their legal counsel. Indeed, if you are an existing Firm 13 client, we will need to communicate repeatedly and effectively through out the life of your case. Let me to suggest to you how we might achieve that goal with the minimum of frustration and a maximum of satisfaction on your part.

Like most industries, the computer has (or should have) radically changed the practice of a law office. When I am not in Court or interviewing a client, I am invariably sitting in front of a computer terminal. And, like most people, when I am at the computer, I am repeatedly, if not compulsively, checking my emails. I even sneak a peek or two during a break in a conversation with a client. In short, if you want to ask me a question, the best and quickest way for you to get an answer is to shoot me an email. Let's avoid an endless series of "phone tag" messages which do not answer your questions and do not serve you well.

But even before you send me an email, please mark this website as a "Favorite" and return to this site whenever you have a question regarding your case. While your legal and financial circumstances and issues are obviously unique to you, the Bankruptcy Court has established practices and procedures that it applies to the many thousands of open Chapter 13s that are presently before the Court. Take my word, when you know exactly what the Court expects from you, you will do better, MUCH BETTER, in your case. Therefore, to get an immediate answer to your question (even in the middle of the night when I am fast asleep), please review the Frequently Asked Questions on this website. Then if you have a question, please drop me an email.

And, Dear Client, when you must (or can only) talk with me in person, will you call me at my personal cell phone number of 314-852-8293? Are you ready to start your Fresh Start today?

Sincerely,

Ross H. Briggs

COPY

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

IN RE:	)	Case No. 02-47990
	)	Chapter 7
	)	
CICELY WAYNE,	)	Courtroom No. 7 South
	)	Thomas F. Eagleton Courthouse
	)	111 South 10th Street
	)	St. Louis, Missouri 63102
Debtor.	)	
	)	January 28, 2003
	)	10:45 A.M.

TRANSCRIPT OF MOTION BY TRUSTEE TO REVIEW FEES, MOTION FOR ORDER TO SHOW CAUSE WHY BEVERLY HOLMES SHOULD NOT BE HELD IN CIVIL CONTEMPT FOR VIOLATION OF COURT ORDER
BEFORE HONORABLE JAMES J. BARTA
UNITED STATES BANKRUPTCY COURT JUDGE

FILED
FEB 21 2003
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

APPEARANCES:

For Ross Briggs:	Office of Ross H. Briggs By: ROSS H. BRIGGS, ESQ. 3910 Lindell Boulevard St. Louis, Missouri
For the U.S. Trustee's Office:	Office of the U.S. Trustee By: MARTHA DAHM, ESQ. 111 South 11th Street, Room 6353 St. Louis, Missouri 63102
ECRO:	Tina Radoservich

Proceedings recorded by electronic sound recording, transcript produced by transcription service.

TRANSCRIPTS PLUS
435 Riverview Circle, New Hope, Pennsylvania 18938
e-mail CourtTranscripts@aol.com

215-862-1115 (FAX) 215-862-6639

that might be made is a $20 fee might be paid if there needs to be an amendment to add the creditor, which ultimately is conveyed to the Clerk of the Court.

Q And do you have any fee agreement with Beverly Holmes regarding workers' comp or personal injury claims?

A Yes, I do. I have a profit sharing agreement with her. I have a profit sharing agreement with her in the event that attorneys' fees are realized, she's paid a percentage of the profit generated in the course of that work.

Q And Ms. Holmes is not an attorney, is she?

A She's not an attorney.

MS. DAHM: No further questions, Your Honor.

THE COURT: Okay. Thank you. Mr. Briggs, anything else, sir?

REDIRECT EXAMINATION GIVEN

BY MR. BRIGGS:

THE WITNESS: Your Honor, as far as the payment of Ms. Holmes of fees other than Chapter 7 fees, prior to reaching the agreement, I conferred with an attorney, his name is Anthony Sestrict (phonetic), he's written an article which is entitled, "Make Your Legal Secretary Your Partner." In that article, he has set forth the fact that the Missouri Model Rules specifically provide that profit sharing agreement with an employee are appropriate under the Rules of Professional Conduct.

Attachment 10

Registration of Fictitious Name “Critique Services” to Briggs,
filed with the Missouri Secretary of State

State of Missouri

Robin Carnahan, Secretary of State

File Number: 200628290046
X00769569
Date Filed: 10/09/2006
Expiration Date: 10/09/2011
Robin Carnahan
Secretary of State

Registration of Fictitious Name

This fictitious name filing shall expire 5 years from the date filed unless a renewal filing is submitted within 6 months prior to the expiration date.

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: **Critique Services**

Business address: **4144 Lindell Blvd., ste B-100**

City, State and Zip Code: **St. Louis MO 63108**

If all parties are jointly and severally liable, percentage of ownership need not be listed.

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
Ross H. Briggs	4144 Lindell Blvd., ste B-100	St. Louis MO	63108	100%

In Affirmation thereof, the facts stated above are true:

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060, RSMo)

Ross Briggs — **attorney**

(Authorized Signature) — *(Authorized Party Relationship)*

Attachment 11

Motion to Reopen filed by Briggs with Briggs's signature line as "dba Critique Services," filed in *In re Carlisle*
and
Letter to the Court filed by Briggs with Briggs's signature line as "dba Critique Services," filed in *In re Bradley*

Firm 13
4144 Lindell Blvd. 202
St. Louis, MO 63108

5/9/15

Re: Angela Bradley
Case Number 13-41343-399

TO THE UNITED STATES BANKRUPTCY COURT AND CHAPTER 13 BANKRUPTCY:

Please be advised that Debtor's new address that may be used for all future mailings in this case is:

Angela Bradley
3829 Affirmed Drive
St Louis MO 63034

Sincerely,

/s/ Ross H. Briggs #2709 MBE 31633
Dba Critique Services
4144 Lindell Blvd, ste B-100
St. Louis, MO 63108
Counsel for Debtor
314-852-8293 r-briggs@sbcglobal.net

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In Re: Felicia Carlisle	)	Case No. 14-44013
	)	Chapter 7 Proceeding
	)	
	)	
Debtor(s)	)	
	)	
	)	
	)	
	)	

DEBTOR(S) MOTION TO REOPEN CASE FOR THE PURPOSE OF FILING AMENDMENT OF CREDITOR

Now come(s) the Debtor(s) by and through counsel, and moves the Court to enter its Order permitting Debtor to reopen this closed case for the purpose of filing amendment of creditors. Said creditor was inadvertently not filed prior to the closing of this case

Debtor files her amendment of creditors with this motion.

WHEREFORE, Debtor prays for good cause that this Court enter its Order to reopen this case.

Respectfully submitted,

/s/ Ross H. Briggs #2709 MBE 31633
Dba Critique Services
4144 Lindell Blvd, ste 202
St. Louis, MO 63108
Counsel for Debtor
314-652-8922 r-briggs@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served electronically or by first class mail on this 7th day of May, 2015 to Trustee Seth Albin.

/s/ Ross H. Briggs

Attachment 12

Briggs's Credit/Debit Card Authorization

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

OFFICIAL
MEMORANDUM

TO: Judge Rendlen's Chambers

FROM: Dana C. McWay, Clerk of Court

RE: Ross H. Briggs

DATE: April 13, 2016

According to court records, a Credit/Debit Card Authorization Form from Ross H. Briggs was received on October , 2003. Said form lists the following individuals as having authorization to use the account number listed on the form: Paula Hernandez Johnson, Leon Sutton and Ross H. Briggs.

Dana LaRosa

Dana C. McWay
Clerk of Court
by
Dana LaRosa
Financial Specialist

United States Bankruptcy Court
Eastern District of Missouri
www.moeb.uscourts.gov
(314) 244-4500

CREDIT/DEBIT CARD AUTHORIZATION FORM

I hereby authorize the U.S. Bankruptcy Court for the Eastern District of Missouri to charge the card listed below for payment of fees, costs, and expenses which are incurred by the authorized users. I certify that I am authorized to sign this form on behalf of my law firm and/or that I am the person authorized to use this credit card. I understand that this information will be securely maintained in the Court's safe. I also understand that when a pleading requiring a fee is received without the fee, the Court will automatically charge the account number listed on the form.

☐ **New Applicant** ☐ **Renewal Applicant** ☐ **Replaces Current Card On File**

If you choose to complete this form by hand, please print legibly and use only blue or black ballpoint ink.

Cardholder name *as it appears on the card*: Ross H. Briggs

Card number: [redacted]1796 Expiration date: 7/05

Signature of Cardholder: [signature] Date: 10-22-03

Type: ☐ **American Express** ☐ **Diners Club International** ☐ **Discover Card** ☒ **Mastercard** ☐ **Visa**

Names of individuals authorized to use account number listed above for payment of fees, costs and expenses:
(Include cardholder name, if authorized user)

Paula Hernandez Johnson
Leon Sutton
Ross H. Briggs

Law Firm Name: Briggs Law Center Critique Services
(If sole practitioner, type in your name)

Address: 3910 Lindell St. Lou. MO 63108

Immediate Contact Number: 314-852-8293 Alternate Contact Number: 314-773-2389

This form will remain in effect until the expiration date is met or specifically revoked in writing. It is the cardholders' responsibility to submit a new form and notify the court of: (1) any changes to the registered attorney, (2) a new expiration date when a credit card has been renewed, or (3) a card has been revoked, canceled, or stolen.

In the event the charge against the account is denied, you will be notified immediately to make payment in cash, money order or certified check. Any abuse of this privilege may result in your removal from the credit card program.

Submit this form, **with a photocopy of the front and back of the credit card**, to:

Dana LaRosa
U.S. Bankruptcy Court
Thomas F. Eagleton Courthouse
111 S. Tenth St., 4th Floor
St. Louis, MO 63102

FOR COURT USE ONLY
Recv'd 10/22/03 Entered By [signature] Date Entered 10/22/03

[redacted]
06/02-07/05
ROSS H BRIGGS
MasterCard

GM
Cirrus

Attachment 13

Contract between Critique Services L.L.C. and Meriwether

CONTRACT

This Contract made and entered into this 6th day of October, 2014, by and between Critique Services, L.L.C. (hereinafter, "Critique"), a Missouri limited liability company, and Dean Meriwether, Attorney at Law. (hereinafter, "Meriwether, ") a duly licensed attorney, is as follows:

Whereas, Critique is the owner of certain intellectual and other personal property (hereinafter, "property") and is a provider of support services (hereinafter, "services"), which are provided to others for fees, and

Whereas, Dean Meriwether, Attorney at Law, wants to use the intellectual and personal property of Critique and engage its support services, and

Whereas, the following are defined contract terms:

a. Intellectual Property:

i. "Critique Services" is the trade and service mark owned by Critique and is provided for a fee to others subject to a license agreement. This license agreement permits the licensure attorney to file with Missouri Secretary of State documents allowing him to perform as "D/B/A Critique Services".

ii. Critique has developed and owns certain proprietary systems for the processing of information and filling in of forms used by attorneys in filing cases pursuant to the U.S. Bankruptcy Code and Chapter 7 & Chapter 13 thereunder. Said systems, as currently developed and hereafter enhanced from time-to-time, are subject to copyright and trade secret protection.

iii. Critique has developed and owns certain training systems for administrative staff of attorneys which may enhance the ability of such staff to use Critique's processing and form-filing systems.

iv. Software, and upgrades, but not information technology (hereinafter, "I.T.") services, necessary to implement the Critique systems.

v. Marketing and advertising systems developed by Critique.

b. Other Personal Property:

Office equipment, furniture, computers, phone systems, etc.

c. Licensed Attorney:

An attorney licensed to practice and actively engaged in the practice of law. Critique is neither an attorney, nor engaged in providing legal services to any, **nor is it a "bankruptcy petition preparer," as same is defined in 11 USCS §110 (2005). Critique will contract with a licensed attorney or an entity which employs** attorneys and provides legal services to persons who may be debtors and seeking bankruptcy protection or relief.

d. Support Services:

Critique furnishes administrative (bookkeeping) and marketing support services to **licensed attorneys or business entities which employ licensed attorneys** in their practice of Bankruptcy Law. Critique does not provide any direct bankruptcy services to clients of the attorneys, nor does it render any legal advice. **Critique does not handle any filing fees nor any payments by debtors; all such funds and filing fees are the responsibility of the licensed attorney or entity employing licensed attorneys.**

Whereas this Contract hereto as if fully set forth in the body of the contract,

NOW, THEREFORE, Critique and Meriwether agree as follows:

Critique will furnish to Meriwether, and Meriwether hereby accepts, the Intellectual Property, Other Personal Property, and Support Services on the terms and conditions herein. The parties hereto incorporate herein, an agree to be bound by, all provision of the Settlement Agreement and Court Order entered on the 27th day of July, 2007 in the adversary proceeding in the Bankruptcy Court, Adversary No. 05-04254-659. In particular, Critique will provide those services and facilities provided in paragraph 3 of that Settlement Agreement and Court Order and Meriwether will abide by and fulfill the provisions of paragraph 5 of that Settlement Agreement and Court Order as they pertain to attorneys with whom Critique contracts.

1. Price: The price to be paid by Meriwether, to Critique is as follows:

   a. Rent payment of $ 7500.00 per month; and
   b. Utility Services and Property Maintenance Services payments of $2500.00 per month; and
   c. Minimum Payment of $ 5000.00 per month for such additional charges as billed each month by Critique, for additional secretarial, administrative, marketing and other services unrelated to filing bankruptcy petitions and related documents for Meriwether clients.

2. Payment terms:
   a. Payments shall be paid in four equal installments during the following month or one payment on the 1st of the month and/or a combination of both payment options.

   b. Charges for additional services invoiced at the end of the month shall be paid in four equal installments during the following month.

   c. Critique shall pay for any software license fees.

3. Length of Contract and Cancellation:
4. This Contract shall auto-renew each year and shall continue thereafter, but
   b. May be cancelled, upon written notice delivered to the other party's last known address, by:

      i. Critique, for cause, on seven (7) days notice;
      ii. Critique, without cause, on thirty (30) days notice;
      iii. By Meriwether for cause, on thirty (30) days notice;
      iv. By Meriwether without cause, on thirty (30) days notice;
      v. Any outstanding sum owed by promissory note upon termination of that agreement shall be waived and void; to either party.

5. Non-Compete, Non-Disclosure, Assignment:

Meriwether acknowledges the proprietary nature, and ownership by Critique, of the Intellectual Property and Support Services provided under this Contract. Meriwether agrees that during the continuation of this Contract, neither he, nor any person acting for him, will use the Intellectual Property nor disclose any details of same to any other person except as provided in this Contract or otherwise permitted by Critique. After termination, or in the event of cancellation, of the Contract for a period of one year in the State of Missouri and adjoining states, Meriwether or any person acting for him or with his assistance, use, shall not use the Intellectual Property nor disclose any details of same to any other person except with the prior written agreement of Critique. This Contract may not be assigned by Meriwether without the prior written consent of Critique. However, Meriwether acknowledges that Critique may provide Intellectual Property and Support Services to other attorneys during the continuation of this Contract of thereafter.

6. Upon termination, or sooner cancellation, of the Contract, Meriwether agrees to cease use and relinquish possession, at once, of all Intellectual and Other Personal Property, to Critique.

7. Meriwether acknowledges that it alone shall be responsible for advising and assisting its clients, who may be debtors and seeking Bankruptcy protection or relief, of the following (by way of example and not limitation):

a. The classification of debts;
b. The meaning of legal terms;
c. The nature of available exemptions and the applicability of an exemption to an individual client's circumstances;
d. Any issues pertaining to the ability of inability to discharge debt;
e. Any issues pertaining to the automatic stay provision of the Bankruptcy Code;
f. The correction of errors or omissions on bankruptcy forms or drafts thereof;
g. Any issues pertaining to:
    i. The retention of assets by debtors on filing a Bankruptcy Petition;
    ii. Reaffirmations or redemptions;
    ii. Lien avoidance under the Bankruptcy Code,
    iv. What actions should be taken if an adversary action is filed against a client (debtor) of the attorney.

VIII. Remedies:

In the event either party fails to perform in good faith as herein provided, the performing party shall be entitled to whatever legal or equitable remedies are available and shall also be entitled to reasonable attorney fees, costs and expenses, whether or not a lawsuit is filed.

IX. Indemnity:

Meriwether agrees to defend, indemnify and hold Critique and its individual members, agents, or employees, harmless from any and all liabilities, costs and expenses, related to or arising from (a) malpractice by Meriwether or (b) claims against Critique that it is engaged in the practice of law or providing impermissible bankruptcy services in the performance of this Contract.

X. Severability and Survival of terms.

If any part of the Contract is determined to be invalid or unenforceable, all other parts shall remain valid. The terms of this paragraph and paragraphs 5 through 9 shall survive and be enforceable subsequent to the cancellation or termination of the Contract.

XI. This Contract does not create an employment, agency, partnership, joint venture, or any other relationship between Critique and Meriwether and neither party shall have authority to bind the other party with respect to any matter.

Critique Services, LLC (Critique)	Dean Meriwether, (Meriwether)
By: _____	By: Dean Meriwether
Owner	Attorney at Law
Date: 10/6/14	Date: 10/6/14

Attachment 14

Memorandum of the Clerk's Office regarding Meriwether

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

OFFICIAL
MEMORANDUM

TO: Judge Rendlen's Chambers

FROM: Dana C. McWay, Clerk of Court

RE: Dean D. Meriwether

DATE: March 29, 2016

According to court records, a CM/ECF login and password was provided to Dean D. Meriwether on 9/16/2014. On 9/16/2014, Mr. Meriwether updated his ECF password and proceeded with filing other pleadings on 10/8/2014. Mr. Meriwether filed his first case on October 14, 2014 for Tracy Patrick, case number 14-48078. Mr. Meriwether admission to practice in the Eastern District of Missouri was on August 19, 2014.

Donna E Bard

Dana C. McWay
Clerk of Court
by
Donna E. Bard
Operations Manager

Attachment 15

Registration of Fictitious Name “Critique Services” to Meriwether,
filed with the Missouri Secretary of State

State of Missouri
Jason Kander, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

X001190613
Date Filed: 10/8/2014
Expiration Date: 10/8/2019
Jason Kander
Missouri Secretary of State

Registration of Fictitious Name

(Submit with filing fee of $7.00)
(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

Please check one box:

☒ New Registration ☐ Renewal _____ *Charter number* ☐ Amendment _____ *Charter number* ☐ Correction _____ *Charter number*

The undersigned is doing business under the following name and at the following address:

Business name to be registered: Critique Services

Business Address: 3919 Washington
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: St. Louis, MO 63108

Owner Information:

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
Meriwether, Dean		3919 Washington	St. Louis, MO	63108	100.00

All owners must affirm by signing below

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)

Dean Meriwether	DEAN MERIWETHER	10/08/2014
Owner's Signature or Authorized Signature of Business Entity	*Printed Name*	*Date*

Name and address to return filed document:

Name: Dean Meriwether

Address: Email: critiqueservices@aol.com

City, State, and Zip Code: _____

Attachment 16

Contract between Critique Services L.L.C. and Brock-Moore

CONTRACT

This Contract made and entered into this 1st day of January, 2015, by and between Critique Services, L.L.C. (hereinafter, "Critique"), a Missouri limited liability company, and Dedra Brock-Moore, Attorney at Law. (hereinafter, "DBM, ") a duly licensed attorney, is as follows:

Whereas, Critique is the owner of certain intellectual and other personal property (hereinafter, "property") and is a provider of support services (hereinafter, "services"), which are provided to others for fees, and

Whereas, Dedra Brock-Moore, Attorney at Law, wants to use the intellectual and personal property of Critique and engage its support services, and

Whereas, the following are defined contract terms:

a. Intellectual Property:

i. "Critique Services" is the trade and service mark owned by Critique and is provided for a fee to others subject to a license agreement. This license agreement permits the licensure attorney to file with Missouri Secretary of State documents allowing him to perform as "D/B/A Critique Services".

ii. Critique has developed and owns certain proprietary systems for the processing of information and filling in of forms used by attorneys in filing cases pursuant to the U.S. Bankruptcy Code and Chapter 7 & Chapter 13 thereunder. Said systems, as currently developed and hereafter enhanced from time-to-time, are subject to copyright and trade secret protection.

iii. Critique has developed and owns certain training systems for administrative staff of attorneys which may enhance the ability of such staff to use Critique's processing and form-filing systems.

iv. Software, and upgrades, but not information technology (hereinafter, "I.T.") services, necessary to implement the Critique systems.

v. Marketing and advertising systems developed by Critique.

b. Other Personal Property:

Office equipment, furniture, computers, phone systems, etc.

c. Licensed Attorney:

An attorney licensed to practice and actively engaged in the practice of law. Critique is neither an attorney, nor engaged in providing legal services to any, **nor is it a "bankruptcy petition preparer," as same is defined in 11 USCS §110 (2005). Critique will contract with a licensed attorney or an entity which employs** attorneys and provides legal services to persons who may be debtors and seeking bankruptcy protection or relief.

d. Support Services:

Critique furnishes administrative (bookkeeping) and marketing support services to **licensed attorneys or business entities which employ licensed attorneys** in their practice of Bankruptcy Law. Critique does not provide any direct bankruptcy services to clients of the attorneys, nor does it render any legal advice. **Critique does not handle any filing fees nor any payments by debtors; all such funds and filing fees are the responsibility of the licensed attorney or entity employing licensed attorneys.**

Whereas this Contract hereto as if fully set forth in the body of the contract,

NOW, THEREFORE, Critique and DBM agree as follows:

Critique will furnish to DBM, and DBM hereby accepts, the Intellectual Property, Other Personal Property, and Support Services on the terms and conditions herein. The parties hereto incorporate herein, an agree to be bound by, all provision of the Settlement Agreement and Court Order entered on the 27th day of July, 2007 in the adversary proceeding in the Bankruptcy Court, Adversary No. 05-04254-659. In particular, Critique will provide those services and facilities provided in paragraph 3 of that Settlement Agreement and Court Order and DBM will abide by and fulfill the provisions of paragraph 5 of that Settlement Agreement and Court Order as they pertain to attorneys with whom Critique contracts.

1. Price: The price to be paid by DBM, to Critique is as follows:

   a. Rent payment of $5,000.00 per month; and
   b. Minimum Payment of $5,000.00 per month for such additional charges as billed each month by Critique, for additional secretarial, administrative, marketing and other services unrelated to filing bankruptcy petitions and related documents for DBM clients.

2. Payment terms:

a. Payment of $5000.00 on the first day of each month.
b. Charges for additional services invoiced at the end of the month shall be paid in four equal installments during the following month.
c. Critique shall pay for any software license fees.

3. Length of Contract and Cancellation:
4. This Contract shall auto-renew each year beginning January 1, 2016 and shall continue thereafter, but
b. May be cancelled, upon written notice delivered to the other party's last known address, by:

i. Critique, for cause, on seven (7) days notice;
ii. Critique, without cause, on thirty (30) days notice;
iii. By DBM for cause, on thirty (30) days notice;
iv. By DBM without cause, on thirty (30) days notice;
v. Any outstanding sum owed by promissory note upon termination of that agreement shall be waived and void; to either party.

5. Non-Compete, Non-Disclosure, Assignment:

DBM acknowledges the proprietary nature, and ownership by Critique, of the Intellectual Property and Support Services provided under this Contract. DBM agrees that during the continuation of this Contract, neither he, nor any person acting for him, will use the Intellectual Property nor disclose any details of same to any other person except as provided in this Contract or otherwise permitted by Critique. After termination, or in the event of cancellation, of the Contract for a period of one year in the State of Missouri and adjoining states, DBM or any person acting for him or with his assistance, use, shall not use the Intellectual Property nor disclose any details of same to any other person except with the prior written agreement of Critique. This Contract may not be assigned by DBM without the prior written consent of Critique. However, DBM acknowledges that Critique may provide Intellectual Property and Support Services to other attorneys during the continuation of this Contract of thereafter.

6. Upon termination, or sooner cancellation, of the Contract, DBM agrees to cease use and relinquish possession, at once, of all Intellectual and Other Personal Property, to Critique.

7. DBM acknowledges that it alone shall be responsible for advising and assisting its clients, who may be debtors and seeking Bankruptcy protection or relief, of the following (by way of example and not limitation):

a. The classification of debts;
b. The meaning of legal terms;

c. The nature of available exemptions and the applicability of an exemption to an individual client's circumstances;
d. Any issues pertaining to the ability of inability to discharge debt;
e. Any issues pertaining to the automatic stay provision of the Bankruptcy Code;
f. The correction of errors or omissions on bankruptcy forms or drafts thereof;
g. Any issues pertaining to:
   i. The retention of assets by debtors on filing a Bankruptcy Petition;
   ii. Reaffirmations or redemptions;
   ii. Lien avoidance under the Bankruptcy Code,
   iv. What actions should be taken if an adversary action is filed against a client (debtor) of the attorney.

VIII. Remedies:

In the event either party fails to perform in good faith as herein provided, the performing party shall be entitled to whatever legal or equitable remedies are available and shall also be entitled to reasonable attorney fees, costs and expenses, whether or not a lawsuit is filed.

IX. Indemnity:

DBM agrees to defend, indemnify and hold Critique and its individual members, agents, or employees, harmless from any and all liabilities, costs and expenses, related to or arising from (a) malpractice by DBM or (b) claims against Critique that it is engaged in the practice of law or providing impermissible bankruptcy services in the performance of this Contract.

X. Severability and Survival of terms.

If any part of the Contract is determined to be invalid or unenforceable, all other parts shall remain valid. The terms of this paragraph and paragraphs 5 through 9 shall survive and be enforceable subsequent to the cancellation or termination of the Contract.

XI. This Contract does not create an employment, agency, partnership, joint venture, or any other relationship between Critique and DBM and neither party shall have authority to bind the other party with respect to any matter.

Critique Services, LLC (Critique)

By: _____
Owner

Date: 1/1/13

Dedra Brock-Moore, (DBM)

By: _____
Attorney at Law

Date: 1/1/13

Attachment 17

Memorandum of the Clerk's Office regarding Brock-Moore

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

OFFICIAL
MEMORANDUM

TO: Judge Rendlen's Chambers

FROM: Dana C. McWay, Clerk of Court

RE: Dedra Brock-Moore

DATE: March 29, 2016

According to court records, a CM/ECF login and password was provided to Dedra Marie Brock-Moore on 8/8/2014. On 8/8/2014, Ms. Brock-Moore updated her ECF password and proceeded with filing other pleadings on this day. On August 11, 2014, Ms. Brock-Moore filed her first case for Wendell and Kathleen Patterson, case number 14-46281. Sometime between August 28, 2015 and January 5, 2016, Ms. Brock-Moore updated her business address from 3919 Washington Blvd., St. Louis, MO 63108 to 4601 State Street, Suite 100B-1, East St. Louis, IL 62205. Ms. Brock-Moore admission to practice in the Eastern District of Missouri was on August 6, 2014.

Donna E. Bard

Dana C. McWay
Clerk of Court
by
Donna E. Bard
Operations Manager

Attachment 18

Petition for bankruptcy relief filed *In re Cody*

B1 (Official Form 1)(04/13)

United States Bankruptcy Court
Eastern District of Missouri

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):	Name of Joint Debtor (Spouse) (Last, First, Middle):
Cody, Alexis Montrice	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) **xxx-xx-7620**	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): **4936 Lilburn Saint Louis, MO** ZIP Code **63115**	Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: **Saint Louis City**	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code	Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):	

Type of Debtor (Form of Organization) (Check one box)

- ■ Individual (includes Joint Debtors) *See Exhibit D on page 2 of this form.*
- ☐ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business (Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ☐ Other

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- ■ Chapter 7
- ☐ Chapter 9
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Chapter 15 Debtors

Country of debtor's center of main interests:

Each country in which a foreign proceeding by, regarding, or against debtor is pending:

Tax-Exempt Entity (Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Nature of Debts (Check one box)

- ■ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ☐ Debts are primarily business debts.

Filing Fee (Check one box)

- ■ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,490,925 *(amount subject to adjustment on 4/01/16 and every three years thereafter).*

Check all applicable boxes:

- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ☐ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ■ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

RECEIVED & FILED
2014 JUL 28 PM 1:26
U.S. BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

Estimated Number of Creditors

■ 1-49	☐ 50-99	☐ 100-199	☐ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ OVER 100,000

Estimated Assets

☐ $0 to $50,000	■ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Estimated Liabilities

☐ $0 to $50,000	■ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case)*	Name of Debtor(s): **Cody, Alexis Montrice**

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location Where Filed: **- None -**	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: **- None -**	Case Number:	Date Filed:
District:	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X _____

Signature of Attorney for Debtor(s) (Date)

Dedra Brock-Moore

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

■ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

■ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

■ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

_____

(Name of landlord that obtained judgment)

_____

(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Cody, Alexis Montrice

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X Alexis Montrice Cody
Signature of Debtor **Alexis Montrice Cody**

X _____
Signature of Joint Debtor

314-403-5196
Telephone Number (If not represented by attorney)

_____
Date

Signature of Attorney*

X _____
Signature of Attorney for Debtor(s)

Dedra Brock-Moore
Printed Name of Attorney for Debtor(s)

Dedra Brock-Moore
Firm Name

dba Critique Services
3919 Washington
Saint Louis, MO 63108
Address

314-533-4357 Fax: 314-5334356
Telephone Number

_____
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

_____
Printed Name of Authorized Individual

_____
Title of Authorized Individual

_____
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11. United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

_____
Printed Name of Foreign Representative

_____
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social-Security number (If the bankrutpcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

_____
Address

X _____

_____
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person,or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

Attachment 19

Transcript of the August 20, 2014 hearing in *In re Cody*

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

IN RE:	)	Case No. 14-45917
	)	Chapter 7
	)	
	)	
ALEXIS MONTRICE CODY,	)	Thomas F. Eagleton Courthouse
	)	111 South 10th Street
	)	St. Louis, Missouri 63102
Debtor.	)	
	)	
	)	August 20, 2014
	)	9:40 a.m.

TRANSCRIPT OF SHOW CAUSE HEARING
BEFORE HONORABLE CHARLES E. RENDLEN, III
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

For Debtor:	ALEXIS MONTRICE CODY, Pro Se
For Dedra Brock-Moore, Esq.:	Law Offices of Dedra Brock-Moore LLC By: DEDRA MARIE BROCK-MOORE, ESQ. 4601 State Street, Suite 100B-1 East St. Louis, Illinois 62205
For the Office of the United States Trustee:	Office of the United States Trustee By: PETER LUMAGHI, ESQ 111 South 10th Street Suite 6353 St. Louis, Missouri 63102
ECRO:	Dee Walker
TRANSCRIPTION SERVICE:	**TRANSCRIPTS PLUS, INC.** **435 Riverview Circle** **New Hope, Pennsylvania 18938** **Telephone: 215-862-1115** **Facsimile: 215-862-6639** **e-mail CourtTranscripts@aol.com**

Proceedings recorded by electronic sound recording,
transcript produced by transcription service.

COURTROOM DEPUTY: Judge, our last case on 9:30 is 14-45917, it's Alexis Cody for a hearing to show cause.

THE COURT: All right. Ms. Cody, come on up to the podium where Mr. Lumaghi is.

MR. LUMAGHI: Peter Lumaghi, U.S. Trustee, Your Honor -- Office.

THE COURT: And -- hi. State your name, please.

MS. CODY: Alexis Cody.

THE COURT: And where do you live?

MS. CODY: 4936 Lilburn, St. Louis, Missouri 63115.

THE COURT: And here's the thing: I -- this isn't anything to do with you other than have you explain to me what happened in your case. Because I take an interest in cases that have stray items on them, that's my job sometimes, to look into things.

And so I'm not here at all to deal with you as an individual, I just want to know the background on this. And so in an effort to make sure I get the proper development of the case, I'm going to place you under oath so that, you know, you testify on the record. And if you feel more comfortable from -- testifying from the podium because you're representing yourself, or if you feel more comfortable coming to the witness stand, either way, I just want to visit -- and Mr. Lumaghi may have some questions, too. He's from the U.S. Trustee's Office, and they try to look over these things to make sure that we're

getting it right. And, you know, we have some rules and regulations, and things like that. But it's not like we're here to mess you up. We're here to direct you in the right direction, okay?

MS. CODY: Right.

THE COURT: Do you understand?

MS. CODY: Yes.

THE COURT: So my inquiry, like I was saying on that other case, we're anomalies. The Court, or the U.S. Trustee, often ask people to explain what's going on.

MS. CODY: Okay.

THE COURT: And so we can do it here, we can do it at 341 meetings, things like that. But in light of some other things that have been going on, this Court's taking a particular interest in strange things. So that's -- that's what I wanted to let you know.

So this isn't anything -- I just want you to tell your story. So if I ask you questions, you can go into a narrative if you want; I'm not after just a yes or no answer.

MS. CODY: Okay.

THE COURT: I want you to know it's not adversarial at all, if you know what I'm saying. It's totally informational.

MS. CODY: Okay.

THE COURT: Is that fair? Do you understand totally?

MS. CODY: Uh-huh. Yes, I understand.

THE COURT: Okay. So I want you to be relaxed, and just tell me the story. So let's go ahead and raise your right hand.

ALEXIS M. CODY, DEBTOR, SWORN

THE COURT: Okay. Ms. Cody, do you want to stay there, or do you want to come up to the witness stand?

MS. CODY: Oh, I'm fine right here.

THE COURT: Well, you feel comfortable there.

MS. CODY: I'm fine right here.

THE COURT: You're fine?

MS. CODY: Yeah.

THE COURT: All right. We'll go right ahead. Okay. Now how did you come about getting your paperwork prepared?

MS. CODY: I went out to Critique Services.

THE COURT: Okay.

MS. CODY: And I asked them to file my bankruptcy.

THE COURT: Okay.

MS. CODY: And then they started doing all the stuff.

THE COURT: All right. So when you went to Critique, how much did you have to give them?

MS. CODY: The first time I went, I have to give, I think, two ninety-nine. And then the second time I went, I have to give like three thirty or three thirty-five, it was something around there.

THE COURT: Um, okay. Well, was the two ninety-nine for the filing fee, or for the hiring the attorney?

MS. CODY: That was for hiring the attorney.

THE COURT: Okay. And the three thirty-five they told you was?

MS. CODY: The court fees.

THE COURT: Court fees, okay. All right. And who'd you make your check -- did you make a check out or pay cash?

MS. CODY: I think the first time I went, I paid with my debit card.

THE COURT: Oh, a debit card, okay.

MS. CODY: And the second time I did a cashier's check because I think it had to be made out to the Court, but I'm not sure, or made out to something else.

THE COURT: Yeah, like --

MS. CODY: But it was a cashier's check.

THE COURT: -- Bankruptcy Court or something?

MS. CODY: Yeah, something like that.

THE COURT: Okay. So when you made out the -- when the debit card, who'd you get your receipt from?

MS. CODY: A lady, I don't know. Just someone that works in the office.

THE COURT: Did they give you a receipt?

MS. CODY: I think they did.

THE COURT: I take it --

MS. CODY: Yeah, they did. I -- yeah, I know they did.

THE COURT: Do you have that somewhere? Maybe not with you today? Well, you might look through --

MS. CODY: I might have it.

THE COURT: -- and see --

MS. CODY: I got all -- I mean I got all my stuff.

THE COURT: You don't have to stop, we -- just go ahead and look for her and see if there's a receipt in there. And -- and we'll keep going.

Although the good news is the 10 o'clock docket's all announcements and we can do it at any time, and this is the last matter on 9:30. So we don't have anything until 11 o'clock that has to be timed. But I don't intend to keep you here that long.

(Laughter)

THE COURT: So it was somewhat at Critique. So as far as you know -- when you get your debit statement, does it say where the money goes?

MS. CODY: No, it just says -- cause I got a cash -- oh, you're talking about my debit card?

THE COURT: Yeah, your debit card.

MS. CODY: Uh, I'm not sure.

THE COURT: Does it show up there, or does it just show a routing number on your bank statement?

MS. CODY: I'm not exactly sure, I don't know. I didn't even look to see; I'm sorry.

THE COURT: You don't know, okay. All right. So who did you talk to at Critique in filling out the paperwork?

MS. CODY: I spoke with -- I think his name was Mr. Rockman.

THE COURT: Mr. who?

MS. CODY: Second time I went -- I don't know if his name is Mr. Rockman, or -- the attorney that normally works there.

THE COURT: Oh, Mr. Robinson?

MS. CODY: Robinson, yeah, okay.

THE COURT: About when did you talk to Mr. -- the second time?

MS. CODY: The second time.

THE COURT: Yeah, who'd you talk to the first time?

MS. CODY: The first time I talked to a lady, I'm not sure who she was. She just was a lady that basically informed me about bankruptcy, and that was it, and gave me like a piece of paper of all of the stuff that I needed to bring back for the second meeting, and that I needed to pay the remaining balance in order to get a meeting with the attorney.

THE COURT: Right. Do you know about when the second meeting took place?

MS. CODY: Uh-huh, it was -- I think it was like July

the 2nd because it was right before the 4th of July. The first week in July.

THE COURT: July 2nd --

MS. CODY: Um-hum.

THE COURT: -- of this year. And Mr. Robinson held himself out as an attorney that could file a bankruptcy at that time?

MS. CODY: No. When I met with him, he basically told me that his license -- he had got suspended in court or something.

THE COURT: Oh, so he did disclose all that?

MS. CODY: Yeah, he did tell me that he had got suspended in court.

THE COURT: Okay. That's an interesting gray area you bring up.

So all right. And then -- all right. Did you talk to anyone else about filling out the paperwork besides Mr. Robinson and the lady you first met that worked --

MS. CODY: Yeah, I spoke to Ms. -- um -- is it Ms. Moore?

THE COURT: Brock-Moore, yeah.

MS. CODY: Uh-huh.

THE COURT: Oh, you -- when did you speak to her?

MS. CODY: I spoke to her -- um, I think when I came -- when I came back. I had to bring some more information back

because I didn't have everything.

THE COURT: Oh. So after July 2nd?

MS. CODY: Yeah, or -- yeah -- well, no, I -- did I speak -- I think I spoke with her that same day, too. Because I spoke with him first, and then he told me what was going on with him and stuff, and then I met with her right after that.

THE COURT: Okay. So did you make out your -- was your debit card deposited? Do you have any idea where it was deposited? Was it deposited in Critique's account? Was it deposited --

MS. CODY: I don't know. I didn't even look in -- I didn't look in my statement or anything to see, so I don't --

THE COURT: Mr. -- yeah, I was interested in whether it was deposited in Robinson's account or Ms. Moore's account.

MS. CODY: Yeah, I don't know. I didn't look at my statement to even look and see.

THE COURT: Now when you talked to Ms. Moore, without disclosing any confidential information, what I'm interested in is a discussion about whether she was supposed to be your representative in this Bankruptcy Court or not.

MS. CODY: I can't really remember. When I talked to her, it was like really short because I had been there all day.

THE COURT: Oh.

MS. CODY: So it was more like a -- we just talked for a little second. I didn't have everything that I needed,

so I had to come back. So then when I came back the next time, I didn't see her so I didn't --

THE COURT: So was it your understanding that she was going to file the bankruptcy for you or --

MS. CODY: Yes.

THE COURT: Oh, okay. And her name was going to appear as your attorney?

MS. CODY: Yes.

THE COURT: So what happened --

MS. CODY: At that time, yes.

THE COURT: -- that that didn't take place?

MS. CODY: After that happened, we -- I came back, I brought the information that I needed to bring back. They gave me all my paperwork and stuff, signed all my paperwork. And then I was supposed it wait for my case number in the mail. I never received the case number in the mail. And then all the debt -- the people that was trying to get money -- collect from me were telling me that they didn't see where my case was filed.

So I called down there, and they kept saying they was just waiting on the case number and everything. And then I called down there again, and they said they were waiting on the case number and everything.

And then finally she said that I could come get a refund. Because I told her that someone was trying to garnish

my check.

THE COURT: Um-hum, sure.

MS. CODY: So -- and I don't understand why the case is not being filed yet if I already paid everything, signed everything, and I'm just waiting on a case number.

So then I went down there and got the re -- got a refund.

THE COURT: Of?

MS. CODY: The whole amount. The court fees that I paid them, and the attorney fees that I paid for them to represent me.

THE COURT: Okay.

MS. CODY: And then that was basically -- she gave me --

THE COURT: Then -- and then they gave you the paperwork.

MS. CODY: They gave me all my information, all my stuff back, everything back. And then I came down here to see what I needed to file bankruptcy. And the man that was up there, he just -- I just gave him my folder and I said this was what I have, I'm just trying to see what do I need to file myself. And he just looked through everything, and he said, "Well, you have everything you need here." He said and the attorney name is on there, that'll be fine because it's not signed. So you have everything you need, and that was --

that's it.

THE COURT: Okay. So that's probably something that should have been whited out, or expunged, or --

MS. CODY: Yeah, they were going back and forth about it, like should they cross it -- he asked like a manager or someone in Bankruptcy Court, or someone --

THE COURT: The Help Desk, yeah.

MS. CODY: -- should they cross it out, or --

THE COURT: Yeah.

MS. CODY: -- could they -- should they sign it, or what should they do. And she said just leave it fine -- leave it alone because it wasn't signed. So long as it didn't have an attorney's signature on there, that it will be okay.

THE COURT: Okay.

MS. CODY: That was it.

THE COURT: That was it, huh?

MS. CODY: Yeah.

THE COURT: Okay, all right. I'm going to think about a few more things.

Mr. Lumaghi, does this bring anything to mind? He -- Mr. Lumaghi may have a few questions.

MR. LUMAGHI: I have -- we have agreed that we're going to meet after this, and go over a long list -- not a long list, but a --

THE COURT: Your --

MR. LUMAGHI: -- thorough list of questions.

THE COURT: Your detailed list of information?

MR. LUMAGHI: Right. But it will comport with what she said today.

THE COURT: Okay. Did you ever find that receipt in her file, by chance?

MALE SPEAKER: Uh, no, sir.

THE COURT: Okay. Okay. All right.

Ms. Brock-Moore, come on up. And, of course, I asked you to appear today, and explain what happened. Maybe -- I assume you don't disagree with anything Ms. Cody says so far, do you?

MS. BROCK-MOORE: Well, I would like to stipulate, Your Honor, that when I met with clients prior to being admitted to the bankruptcy bar, that I did inform all of my clients -- or all of Mr. Robinson's former clients that I had not yet been admitted.

THE COURT: Okay.

MS. BROCK-MOORE: And that I would speak with them and -- in anticipation of being admitted, I would speak with them. And once I was admitted, then the bankruptcies would start to be filed. Not only for this client, but there were other clients that have to come in. And if they needed something done immediately, I advised them that I could not file it, and they were given a full refund. And that refund

did not come from me because, at that point, they were not my client at that point. They have the option -- well, let me -- let me make sure I --

THE COURT: Okay.

MS. BROCK-MOORE: I want to make sure --

THE COURT: Well, go ahead and do the mechanics. So --

MS. BROCK-MOORE: Okay. This is how --

THE COURT: So was she accurate when she said she paid two ninety-nine --

MS. BROCK-MOORE: Yes.

THE COURT: -- off a debit card? Whose account did that go in?

MS. BROCK-MOORE: Your Honor, at that point -- because she wasn't my client, at that -- at -- at --

THE COURT: Oh, no, I know it wasn't your account.

MS. BROCK-MOORE: Right. At that point, it's my under -- I -- I can't answer that.

THE COURT: Yes, you can.

MS. BROCK-MOORE: So I don't know --

THE COURT: What do you think happened? That's what I want to know. I want to know where the money went. I follow the money. I'm all about the money.

MS. BROCK-MOORE: Your Honor, and I'm being honest with you. I -- I don't know where the money went for her case

because I wasn't there when the transaction took place.

THE COURT: Yeah, but what was their procedure --

MS. BROCK-MOORE: Procedurally --

THE COURT: -- at that time?

MS. BROCK-MOORE: And, Your Honor, again, I wasn't there, and I don't want to --

THE COURT: Your best estimate --

MS. BROCK-MOORE: My best --

THE COURT: -- without being, you know --

MS. BROCK-MOORE: And -- and --

THE COURT: As an officer of the Court, I'm just asking what happened? Because I want to understand the interworkings of how this goes on so that we can better prepare for mistakes that happen.

MS. BROCK-MOORE: Your Honor, if I -- and I'm -- and because we are on the record, I will -- I want to state up-front that this would have -- this would be my estimate of how things happened in the past.

THE COURT: That's all wanted.

MS. BROCK-MOORE: I would say that it probably went to Mr. Robinson's account.

THE COURT: Oh, okay.

MS. BROCK-MOORE: That would be my best estimate.

THE COURT: Because you think that he probably then would be the person that signed the refund check.

MS. BROCK-MOORE: Yes.

THE COURT: And -- and that leads me to -- Ms. Cody, when you paid the -- do you know what -- is two ninety-nine -- the July 2nd date, is that when you paid?

MS. CODY: The two ninety-nine is when I paid when I first went.

THE COURT: Yeah, do you know what date that was?

MS. CODY: It was sometime in May, I'm not exactly sure.

THE COURT: Oh, in May?

MS. CODY: Yeah.

MR. LUMAGHI: It was May 8th.

THE COURT: Oh.

MR. LUMAGHI: It was May 8th, Your Honor. That's what's stated on the bankruptcy documents prepared by Critique.

THE COURT: Okay. All right. And then, Mr. Robinson was licensed.

MS. BROCK-MOORE: Yes.

THE COURT: Had not been suspended --

MS. BROCK-MOORE: Yes.

THE COURT: -- by this Court.

MS. BROCK-MOORE: And procedurally, the way it works now, Your Honor, just to give you an idea of how it's working now --

THE COURT: Yeah.

MS. BROCK-MOORE: -- Mr. Robinson's previous clients, all the clients that he signed up before he was, in fact, suspended, he speaks with them, he gives them an opportunity to either get a full refund or, in the alternative, retain me. So I meet with them after Mr. Robinson has advised them that he has been suspended from the Bankruptcy Court. I will not see them unless he discloses that to them.

THE COURT: Okay. All right. And then you -- you then, like Mr. Robinson, rely on Critique's paralegals to fill out the paperwork?

MS. BROCK-MOORE: The Customer Service Department, yes, Your Honor. The -- I do use the staff there, which actually I have staff members that are actually -- that I consider them to be my staff that actually work there. So the documents that are prepared are prepared under my direction.

THE COURT: Okay.

MR. LUMAGHI: I might add, Your Honor, under the 2007 agreement with Critique Services, they have to have in place before any of that of which she described, they have to have in place an agreement with her that mirror the requirements that the attorney who's being -- hiring Critique or getting a license to use the name Critique Services, LLC, has -- I'd say there's 14 -- approximately 14 different matters that have to be cognizant -- the attorney has to know about and has to agree to a good number of them in that agreement.

THE COURT: Right.

MR. LUMAGHI: So the agreement is something we're going to talk to Ms. Moore about.

THE COURT: Yeah. And when -- when are you guys visiting about that?

MS. BROCK-MOORE: I've offered, Your Honor.

MR. LUMAGHI: Right.

MS. BROCK-MOORE: I've spoken to -- are you Mr. Randolph?

MR. LUMAGHI: We just haven't --

THE COURT: Mr. --

MR. LUMAGHI: We have to set a time and date.

THE COURT: No, Mr. Randolph's behind you.

THE COURT: This is Mr. Lumaghi.

MS. BROCK-MOORE: Okay. I've spoken with Mr. Randolph, and I've -- I've asked Mr. Randolph if we could have a meeting off-the-record to discuss how things should go. Because I want us all to be on the same page. I don't want my clients to have to deal with this, or anything that goes wrong. I definitely don't want them to be penalized for anything that happened in the past.

THE COURT: Right.

MS. BROCK-MOORE: So I would -- I want to meet with the trustees, and we're -- we're anticipating sometime in September.

THE COURT: Or maybe sooner.

MS. BROCK-MOORE: Or maybe before then.

THE COURT: It may be sooner.

MS. BROCK-MOORE: Maybe.

THE COURT: Ms. Cody, you can go ahead and have a seat. I think we've covered my area, and like -- Mr. Lumaghi's going to visit with you.

And after I do this 10 o'clock docket, you and I can visit off-the-record, too.

MS. BROCK-MOORE: Okay. Okay.

THE COURT: And just stick around.

MS. BROCK-MOORE: Okay.

THE COURT: And we'll --

MS. BROCK-MOORE: Thank you, Your Honor.

THE COURT: And we'll deal with that.

I'm getting a little better feel for what's going on now in the new era. But I did want to announce to anybody that does consumer work: Because of various problems we're having in a variety of cases, primarily by your predecessors --

MS. BROCK-MOORE: Okay.

THE COURT: -- but not only, we have prohibited unbundling of services. That doesn't mean you can't get additional compensation. But the way we do business in the past where this is -- checklist is used, and no -- there was a ridiculous contract that we've observed on a -- not really

representing anybody on anything, that's out. That's done. That's sanctionable. That's going to be done.

MS. BROCK-MOORE: Okay.

THE COURT: We are a bundled service, you can't unbundle them.

MS. BROCK-MOORE: Okay.

THE COURT: So you must build that in to your price point, you must build that into your service, and you must look at this -- right now it's adversaries and some oddball items that would not be anticipated that you can come back to court and ask for additional fees. But the bundled services, you're in for the whole thing. Re-affs, motions for relief, the whole thing, we'll do an entire brown bag on it.

But consumer practice in this District is going to conform to the vast majority of districts throughout the nation because the self-policing that we thought we had in place has been breached. I think that's a light statement.

MS. BROCK-MOORE: Okay.

THE COURT: Based on findings, not only in this Court but in the other two judges' courts, and the day of -- the trust was breached and, therefore, the entire rules have to be put into place, and they will be strictly enforced.

MS. BROCK-MOORE: I understand.

THE COURT: So I just want to let everybody know that.

MS. BROCK-MOORE: I understand.

THE COURT: Okay. We'll visit later. We'll be -- we're -- we've concluded the 9:30 docket, we'll now go on to --

MR. LUMAGHI: Thank you, Your Honor.

MS. BROCK-MOORE: Thank you, Your Honor.

THE COURT: -- the 10 o'clock docket and make our announcements.

(Whereupon, at 10:01 a.m., the hearing was adjourned.)

CERTIFICATE OF TRANSCRIBER

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

Karen Hartmann, AAERT CET**D0475 Date: April 13, 2016
TRANSCRIPTS PLUS, INC.

Attachment 20

Page 75 from Transcript of March 10, 2016 Hearing on the TRO motion in *Casamatta v. Critique Services L.L.C., et al*., where Dellamano admits at Line 21-22 that he is under contract with Meriwether (the entire hearing transcript available at another attachment hereto)

MR. MASS: No, I do not.

THE COURT: All right. Yes, he may be excused.

MALE SPEAKER: Thank you, Your Honor.

BY MR. MASS:

Q Mr. Dellamano, do you recall Mr. Dorris?

A Prior to this, I wouldn't have been able to connect his face with his name. He seems familiar as we've proceeded.

Q Okay. Did you see the various documents that I showed him?

A I did.

Q Okay. Now on the retainer agreement, did you sign this retainer agreement with Mr. Dellamano?

A With Mr. Dorris?

Q With -- I'm sorry.

A Yes.

Q Mr. Dorris.

A Yeah.

Q Okay. Would you explain what you told Mr. Dorris in identifying yourself?

A Uh, it was pretty standard. Substantially similar to I work for Mr. Meriwether, I am contracted with Mr. Meriwether, he's my supervising attorney, he will be the attorney that will be at attorney conference and hearings with you.

Q Did you ever say that you were Mr. Meriwether?

A Absolutely not.