

Attachment 121

Order Finding Robinson, Meriwether, and Dellamano to Be
in Contempt of Court, entered in *In re Watson*

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

In re:	§	Case No. 11-42230-705
	§	
Lawanda Watson,	§	Chapter 7
	§	
Debtor.	§	

CONTEMPT OF COURT ORDER

James C. Robinson is the Debtor's attorney of record. Robinson, Dean D. Meriwether and Robert J. Dellamano are all attorneys affiliated with a business known as "Critique Services" (the "Critique Services Business"), and each was so affiliated as of September 25, 2015. For the reasons set forth herein, the Court now orders that Robinson, Meriwether, and Dellamano (each, a "Respondent-Attorney") each be found to be in contempt of court, and that Robinson be found to be responsible for the use of a falsified Court document and to have violated the terms of his suspension by practicing law in a case before this Court.

I. BACKGROUND

The Critique Services Business is a "bankruptcy services" operation owned and operated by a non-attorney, Beverly Holmes Diltz. The nature of its operations has been documented in various other cases before this Court. It is sufficient for purposes here to summarize as follows.

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

The clients of the Critique Services Business believe that they are paying for legal representation in their bankruptcy cases; however, the Critique Services Business is in the business of the systematic unauthorized practice of law. Diltz (through her company, Critique Services L.L.C.) contracts or otherwise affiliates with attorneys (the "Critique Services Attorneys"), under the pretense that the attorneys practice bankruptcy law and that she provides them "support" services.

But the clients are dumped off onto non-attorney staff persons, and the signatures of the Critique Services Attorneys are affixed to documents prepared by non-attorney staff persons, to provide operational cover for the unauthorized practice of law. Critique Services Attorneys do not collect their fees personally and have little (if any) direct contact with the clients. They do not meet with clients before the fees are collected; sometimes, they do not meet with the client before the case is filed, if at all. Often, they fail to file important documents, fail to return telephone calls, fail to appear at § 341 meetings, and fail to appear at contested hearings. The Critique Services Business Office is run such that telephone calls from clients are not returned and requests to meet with the attorneys are denied. Case mismanagement and client abandonment are standard operating procedures. The Critique Services Business lies to its clients, advising clients that dispositions are the result of the personal animus of the judge, rather than being the result of the attorneys' failure to render services.¹ Sadly, this operation has managed to escape significant consequences, for the most part, because of who it chooses to victimize: the working-class poor—people who often are not in financial and life circumstances that permit them to take on the Critique Services Business when they are ripped off.

This is not to say that the unlawful activities occurring at the Critique Services Business have gone unnoticed. Just across the Mississippi, Diltz was enjoined from the unauthorized practice of law and, ultimately, was permanently barred in 2003 from ever doing any kind of business involving a case before the U.S. Bankruptcy Court for the Southern District of Illinois.² On this side of the river, since 1999, Diltz and her “Critique Services”-named entities and her revolving-door of attorneys have been repeatedly sued by the U.S. Trustee for the unauthorized practice of law and other unlawful practices—in 1999, 2001,

¹ See, e.g., *In re Leander Young* (Case No. 15-44343).

² Attachments A & B.

2002, 2003, 2005, and 2014.³ Diltz and her affiliated persons have been repeatedly enjoined from the unauthorized practice of law, most recently in 2007 in *Gargula v. Diltz, et al. (In re Hardge)* (Adv. Proc. No. 05-4254). Every attorney affiliated with the Critique Services Business (e.g., Leon Sutton,⁴ George E. Hudspeth,⁵ Ross H. Briggs,⁶ Meriwether,⁷ and most recently, Dellamano⁸), except one,⁹ has been suspended or disbarred for his activities with the Critique Services Business. On June 10, 2014, Robinson joined this list of suspended Critique Services Attorneys. In *In re Latoya Steward* (Case No. 11-46399),

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

⁴ In *In re Barry Bonner, et. al.* (Bankr. S.D. Ill. Lead Case No. 03-30784), Sutton was permanently disbarred from practicing law before the Illinois Bankruptcy Court. On May 24, 2004, Sutton was suspended on an interim basis by the Missouri Supreme Court; on May 10, 2006, he was disbarred by the Missouri Supreme Court (Missouri Supreme Court Case No. SC87525).

⁵ On August 1, 2006, Hudspeth was disbarred by the Missouri Supreme Court (Missouri Supreme Court Case No. SC87881).

⁶ In *In re Robert Wigfall, Jr.* (Bankr. S.D. Ill. Case No. 02-32059), Briggs was sanctioned by the U.S. Bankruptcy Court for the Southern District of Illinois and suspended from filing new cases for three months. In 2003, in *Rendlen, UST v. Briggs, et al. (In re Thompson)* (Adv. Proc. No. 03-4003), Briggs was sanctioned by this Court and suspended from filing new cases for six months.

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

⁸ In *In re Matter of Court Business: Robert J. Dellamano* (Case No. 15-0402), on December 18, 2015, Dellamano was suspended from the privilege of practicing before this Court until March 7, 2016.

⁹ Dedra Brock-Moore was affiliated with the Critique Services Business from August 2014 to August 2015. It is the Court's understanding that she has terminated her affiliation with the business.

Robinson and Critique Services L.L.C. were sanctioned \$49,720.00 for contempt of court, abuse of process and making false statements in connection with their refusal to make Court-ordered discovery about their business operations in connection with the debtor's motion to disgorge attorney's fees. In addition, Robinson and Elbert A. Walton, Jr. (his and Critique Services L.L.C.'s lawyer in *In re Steward*) were suspended from the privilege of practicing before this Court for their egregious conduct during the course of that litigation.

II. FACTS OF THIS CASE

On March 12, 2011, Robinson filed a petition for bankruptcy relief [Docket No. 1] on behalf of the Debtor. Contemporaneously, he filed the Debtor's Schedules of Assets and Liabilities (the "Schedules") [Docket No. 1]. The Schedules did not list "Arrow Finance" as a creditor. On May 5, 2011, Robinson filed amendments to the Schedules [Docket No. 10]. The amendments also did not list Arrow Finance as a creditor.

On December 10, 2015, the chapter 7 trustee (the "Trustee") filed a Motion for Clarification (the "Motion") [Docket No. 23], requesting a determination from the Court as to whether a particular document is part of the Court's records. The request arose from the following circumstances alleged by the Trustee:

- On September 24, 2015, the payroll department of the Debtor's employer received a garnishment form from Arrow Finance, requesting that the Debtor's wages be garnished related to a January 10, 2013 judgment.
- On September 25, 2015, the payroll department received a three-page fax, on the first page of which was letterhead reading "Attorneys at Law" and giving the address and telephone contact information for 3919 Washington Blvd., St. Louis, Missouri—the address for the Critique Services Business (the "Critique Services Business Office").
- Below this letterhead was a stop-garnishment demand. The stop-garnishment demand included numerous false statements: (i) it falsely stated that the Case was filed on December 31, 2014 (in reality, the Case was filed on March 12, 2011, well-before Arrow Finance's judgment date); (ii) it falsely stated "[t]here currently is a Stay Order in effect" (in reality, the

automatic stay had not been effective in the Case in years); and (iii) it falsely stated that “[y]ou may verify case filing by contacting the U.S. Bankruptcy Courts of the Eastern District of Missouri at (314) 244-4999” (in reality, this is not a telephone number of the Court).

- The second page of the fax was the Clerk of Court’s Notice of Bankruptcy Filing issued in the Case.
- The third page of the fax was the purported Amended Schedule F, on which Arrow Finance was listed as a creditor.

Upon receiving this stop-garnishment demand, the Debtor’s employer contacted the Trustee, to inquire as to whether demand was valid. When the Trustee reviewed the docket, it appeared to her that the document purporting to be an Amended Schedule F had not actually been filed in the Case. Accordingly, the Trustee filed her Motion, seeking guidance from the Court as to how to treat the purported Amended Schedule F. The Trustee sought guidance from the Court as to how to handle this Amended Schedule F and the employer’s request.

No response to the Motion to Clarify was filed.

On December 17, 2015, the Court entered an Order [Docket No. 25] granting the Motion to Clarify and confirming that the purported Amended Schedule F was never filed in this Case and is not an effective representation of the Debtor made in this Case.

This, of course, did not the end of the matter. The purported Amended Schedule F appeared to have been dummied up and passed off as a document filed in the Case to support the stop-garnishment demand—a serious act of malfeasance. Therefore, the Court endeavored to determine who sent the fax. The fax cover sheet contained no information indicating the specific persons at the Critique Services Business who prepared and sent the fax. It only generically claimed to be from multiple, unnamed “Attorneys at Law” who are located at “3919 Washington Blvd.,” and generically represented that “[o]ur office represents [the Debtor],” but failed to identify who constituted the “our” exactly.

The Court’s records showed that, as of September 25, 2015 (the day the fax was sent), there were three attorneys “practicing law” at the Critique Services

Business: (i) Robinson; (ii) Meriwether; and (iii) Dellamano.¹⁰ Accordingly, in the December 17 Order, the Court directed that Robinson, Meriwether, and Dellamano¹¹ each file a disclosure in which he (a) identify, by full name, the person who prepared and sent the fax; (b) identify the attorney who was responsible for managing the activities of the person who sent the fax, if that person was not himself an attorney; (c) identify who employed or independently contracted with the person who sent the fax, if that person was not himself an attorney; and (d) identify which attorney, specifically, was purported in the fax to be representing the Debtor in making this stop-garnishment demand. The Court ordered that the disclosures be made by December 23, 2015.

The Court took extra measures to ensure that the Respondent-Attorneys would take notice of the directives in the Order. On the first page of the December 17 Order, just below the caption, in bold-faced, italicized font, in a paragraph set apart from the rest of the text, the Court included the language:

This Order contains directives issued to attorneys James C. Robinson, Dean D. Meriwether, and Robert J. Dellamano. Failure to comply with the directives may result in the imposition of sanctions or other directives.

¹⁰ Dellamano is not licensed to practice law in the state of Missouri. He holds an Illinois law license, but does not appear to have an office in Illinois. He was not admitted to practice before this Court on September 25, 2015, the date that the fax was sent. He was not admitted to practice in this District until October 9, 2015. However, Dellamano has had at least a six-month working relationship with the Critique Services Business. As set forth in *In re Arlester Hopson* (Case No. 15-43871) [Docket No. 61], Dellamano represented to the Clerk's Office that he had been working with Meriwether and "Critique Services" since in July 2015—long before he was admitted to practice law in this federal District. On December 11, 2015, while in the process of attempting to obtain a CM-ECF password from the Clerk's Office, Dellamano represented that he is located 3919 Washington Blvd. And, on December 18, 2015, Dellamano arrived at the Clerk's Office with long-time non-attorney staff person from the Critique Services Business, Renee Mayweather, and asked the Clerk's Office staff if Mayweather could file his documents for him using the Clerk's Office's computers.

¹¹ The Respondent-Attorneys' current suspensions did not prevent them from making the required disclosures. Their suspensions provide that they may represent themselves—such as in the context of responding to a directive by the Court issued to them personally rather than to a client.

In addition, the Court stated at the end of the Order: “The Court gives **NOTICE** that the failure to make these disclosures may result in the imposition of sanctions against any non-compliant attorney.”

Each of the Respondent-Attorneys was mailed a copy of the December 17 Order. In addition, a copy of the December 17 Order was emailed to jcr4critique@yahoo.com and MyECF.CritiqueServices@gmail.com. The Respondent-Attorneys had notice and time to review their records and file the required disclosures, or to request a continuance for more time to respond.

And, the Court waited until December 29, 2015—more than five days beyond the December 23, 2015 deadline—before entering this Order, giving the Respondent-Attorneys additional time to make the disclosures.

Nevertheless, none of the Respondent-Attorneys made the disclosures.

II. ANALYSIS

The Court hereby **FINDS** that Robinson, Meriwether, and Dellamano each are in contempt of court for refusing to make the disclosures as directed in the December 17 Order. The Court also **FINDS** that Robinson used the falsified Amended Schedule F and violated the terms of his suspension by practicing law on behalf of the Debtor in connection with this Case. This is true regardless of whether Robinson personally prepared and faxed the Amended Schedule F or one of the non-attorney staff persons at the Critique Services Business Office prepared and faxed the Amended Schedule F for him. Robinson is the Debtor's attorney of record in this Case and, regardless of his suspension, is responsible for the supervision of the non-attorney staff persons in his office and for their activities, as their activities relate to his clients.¹²

¹² Nothing herein constitutes a finding that Meriwether and Dellamano were not involved, either directly or indirectly, the creation or use of the falsified document. The record currently before the Court does not permit a finding, at this time, regarding their involvement with the creation and use of the falsified document.

III. BAD ACTS OF ROBINSON, MERITWETHER AND DELLAMANO TO BE MADE PART OF THE RECORD TO BE CONSIDERED UPON ANY REQUEST FOR REINSTATEMENT TO THE PRIVILEGE OF PRACTICING

The Respondent-Attorneys cannot avoid accountability for their contempt by way of a conspiracy of non-compliance by silence—contempt committed for the clear purpose of thwarting efforts to get to the bottom of the creation and use of a falsified document at the Critique Services Business. Accordingly, the Court **DIRECTS** that the contempt committed by Robinson, Meriwether, and Dellamano be made part of the record of the Court, to be considered upon any request for reinstatement to the privilege of practicing before this Court that may be made in the future by Robinson, Meriwether or Dellamano. The Court also **DIRECTS** that Robinson’s use of the falsified document and his violation of the terms of his current suspension be made part of the record of the Court, to be considered upon any request for reinstatement to the privilege of practicing before this Court that may be made in the future by Robinson.

DATED: December 29, 2015
St. Louis, Missouri 63102
mtc


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

Copy Mailed To:

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

Lawanda C Watson
8420 Evans Ave
Saint Louis, MO 63121

Tracy A. Brown
1034 S. Brentwood Blvd., Ste 1830
St. Louis, MO 63117

Office of US Trustee
111 S Tenth St, Ste 6.353
St. Louis, MO 63102

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

Robert J. Dellamano
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Robert J. Dellamano
Attorney at Law
100 S. 4th St., Ste. 550
St. Louis, MO 63201

ATTACHMENT A



DANA C. McWAY
CLERK OF COURT

DIANA DURKEE AUGUST
CHIEF DEPUTY CLERK

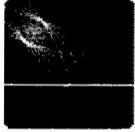
UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF MISSOURI
THOMAS F. EAGLETON U.S. COURTHOUSE
111 SOUTH TENTH STREET, FOURTH FLOOR
ST. LOUIS, MISSOURI 63102
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(314) 244-4500
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FAX (314) 244-4990
PACER (314) 244-4998

To: Judge Rendlen's Chambers

Pursuant to the request of Judge Rendlen's Chambers, the Clerk's Office obtained a copy of In re Wiley, SDIL 03-31505-KJM, docket entry 14, entered on 5/27/2003. The U.S. Bankruptcy Court Eastern District of Missouri contacted the Southern District IL Court via email to retrieve a certified copy of the case entry stated above. Attached to this cover sheet is the copy of the email communication between the two Courts, with names redacted, and the document titled LeonSuttonorder.txt.



To:
Cc:
Bcc:
Subject: Fw: Document-- SO IL Wiley In re Wiley, SDIL - RE: Leon Sutton
From:

From: ILSB/07/USCOURTS
To: MOEB/08/USCOURTS@USCOURTS
Date: 08/11/2014 10:46 AM
Subject: Re: Document is needed



LeonSuttonorder.txt

US Bankruptcy Court
Southern District of Illinois

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ILLINOIS

In re:)	
)	
Barry Bonner,	)	Case Number 03-30784
	)	(Chapter 7)
)	
James L. Scott,	)	Case Number 03-30999
	)	(Chapter 7)
)	
Brian Walkington,	)	Case Number 03-31264
	)	(Chapter 7)
)	
Rhonda M. Nash,	)	Case Number 03-31395
	)	(Chapter 7)
)	
Shanaye Lejuana Rogers,	)	Case Number 03-31400
	)	(Chapter 7)
)	
Sharee D. Brown,	)	Case Number 03-31504
	)	(Chapter 7)
)	
Ricky M. Wiley, Sr.,	)	Case Number 03-31505
	)	(Chapter 7)
)	
Patricia Lynn Patton,	)	Case Number 03-31506
	)	(Chapter 7)
)	
Kelvin Fowler,	)	Case Number 02-34633
	)	(Chapter 13)
)	
Chantal Muhammad,	)	Case Number 03-30205
	)	(Chapter 13)
)	
Clara Franklin,	)	Case Number 03-31603
	)	(Chapter 7)
)	
Robert Lofton,	)	Case Number 03-31625
	)	(Chapter 7)
)	
Eloise Taylor,)	Case Number 03-30892
)	(Chapter 13)

Theophilus Bowie, Sr.,)	Case Number 03-31484
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ECF

DOCUMENT

I hereby attest and certify this is a printed copy of a document which was electronically filed with the United States Bankruptcy Court for the Southern District of Illinois

Date Filed: 9-4-2014

Donna N. Beyersdorfer, CLERK OF COURT

By: Hester, Mize Deputy Clerk

ORDER

This matter came before the Court for hearing on May 21, 2003, on an Order to Show Cause directed against Beverly Holmes and Leon Sutton, Sr. Beverly Holmes appeared. Leon Sutton, Sr. appeared. Leonard Komen appeared. D. Phillip Anderson appeared for the United States Trustee. Ron Buch appeared for the Chapter 13 Trustee. Chapter 7 Trustees, Laura Grandy and Steve Mottaz, appeared. William Mueller appeared on behalf of certain former clients of Beverly Holmes and Leon Sutton, Sr.

The Court having heard the statements of the parties and being fully advised in the premises hereby APPROVES the settlement agreement announced in open Court on May 21, 2003 by the U.S. Trustee, Leon Sutton and Beverly Holmes.

Pursuant to that settlement, IT IS HEREBY ORDERED:

1. Leon Sutton, Sr. is permanently barred from the practice of law in the United States Bankruptcy Court for the Southern District of Illinois.

2. Leon Sutton, Sr. is directed to immediately inform all of his clients in this District that he can no longer represent them in any bankruptcy proceeding.

3. Leon Sutton, Sr. is ordered to disgorge any and all attorneys fees, petition preparation fees, filing fees, or any other payments he has received from each and every debtor or person named in the list of cases and individuals set forth in subparagraph 3C.

A. All payments due pursuant to paragraph 3 are to be tendered by Leon Sutton, Sr. within thirty days of the date of this Order in the form of a certified check or money order made payable to the respective debtor(s) or person(s).

B. The certified checks and/or money orders shall be delivered by Leon Sutton, Sr. to the Office of the United States Trustee in Peoria, Illinois for delivery to the respective debtor(s) or person(s).

C. The debtors or individuals to which paragraph 3 applies are the following:

02-34633 FOWLER, KELVIN L.

03-30205 MUHAMMAD, CHANTEL R.

03-30784 BONNER, BARRY

03-30892 TAYLOR, ELOISE

03-30999 SCOTT, JAMES L.
03-31264 WALKINGTON, BRIAN
03-31395 NASH, RHONDA M.
03-31400 ROGERS, SHANAYE LEJUANA
03-31484 BOWIE SR., THEOPHILUS
03-31504 BROWN, SHAREE D
03-31505 WILEY SR., RICKY M.
03-31506 PATTON, PATRICIA LYNN
03-31603 FRANKLIN, CLARA E.
03-31625 LOFTON, ROBERT
SHARON THOMAS - No case filed

4. Beverly Holmes is permanently barred from the preparation of bankruptcy petitions or other bankruptcy related documents for any and all persons, individuals, entities and/or debtors in the Southern District of Illinois. It is the agreement of the parties and the intention of the Court that this bar be construed in the broadest possible fashion. Beverly Holmes may not function as a petition preparer, as a paralegal for an attorney, nor in any other capacity in which she might have anything to do with any bankruptcy case in this District. The bar further extends to any business, incorporated or otherwise, in which Beverly Holmes has any interest in any form, or by which she may be employed. Likewise, it extends to any and all employees of Beverly Holmes and/or such businesses.

5. Beverly Holmes is ordered to disgorge any and all attorneys fees, petition preparation fees, filing fees, or any other payments she has received from each and every debtor or person named in the lists of cases and individuals set forth in subparagraphs 5C and 5D.

A. All payments due pursuant to paragraph 5 are to be tendered by Beverly Holmes in the form of a certified check or money order made payable to the respective debtor(s) or person(s) .

B. The certified checks and/or money orders shall be delivered by Beverly Holmes to the Office of the United States Trustee in Peoria, Illinois for delivery to the respective debtor(s) or person(s).

C. All payments to debtors or individuals in cases before the Court as part of the May 21, 2003 hearing shall be delivered to the Office of the U.S. Trustee within

thirty days of the date of this Order. The debtors or individuals to which this subparagraph applies are the following:

02-34633 FOWLER, KELVIN L.
03-30205 MUHAMMAD, CHANTEL R.
03-30784 BONNER, BARRY
03-30892 TAYLOR, ELOISE
03-30999 SCOTT, JAMES L.
03-31264 WALKINGTON, BRIAN
03-31395 NASH, RHONDA M.
03-31400 ROGERS, SHANAYE LEJUANA
03-31484 BOWIE SR., THEOPHILUS
03-31504 BROWN, SHAREE D
03-31505 WILEY SR., RICKY M.
03-31506 PATTON, PATRICIA LYNN
03-31603 FRANKLIN, CLARA E.
03-31625 LOFTON, ROBERT
SHARON THOMAS - No case filed

D. All payments to Debtors or individuals in cases not before the Court as part of the May 21, 2003 hearing shall be delivered to the Office of the U.S. Trustee within four months of the date of this Order. The debtors or individuals to which this subparagraph applies are the following:

03-30786 JOHNSON, IRIS
03-31598 SMITH-BRYANT, PAMELA
03-31599 MCCLURE, QUINTA D.
03-31605 DAVIS, ALISA J.
03-31684 YATES, MELVIN
03-31694 FISHER, TYRA LATRICE
03-31704 MAYWEATHER, DAVID
03-31707 FRANKLIN, ROBERT
03-31708 HICKS, TANISHA L

03-31709 ARMSTEAD, ANGELA R
03-31710 PATTERSON, PATRICK LESTER
03-31844 WHITE, MELISSA CAROLYN
03-31845 JHONIKA GRIFFIN, MYLA IRIA
03-31876 CURTIS, CLAUDIE MAE
03-31978 GUITON, GERALD
03-31985 ABDELQADER, MAHMUD S.
03-32055 SMITH-KING, ALICE
03-32056 BURRELL, REGINA
03-32057 PLAIR, ORLANDO P.
03-32086 SINTRAIL, LADONNA D.
03-32088 KING, JOYCE L.
03-32089 EILAND JR., JOHNIE L.
03-32126 JOHNSON, IRIS

TONYA L WEBB - No case filed - 1609 E Washington, Urbana, IL 61802

Counsel for the United States Trustee shall serve a copy of this Order by mail to all interested parties who were not served electronically.

ENTERED: May 27, 2003

/s/ Kenneth J. Meyers
UNITED STATES BANKRUPTCY JUDGE/2

ATTACHMENT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

IN RE:

ROBERT WIGFALL, JR.

Debtor(s).

In Proceedings
Under Chapter 13

Case No. 02-32059

ORDER

THIS MATTER is before the Court on an Order to Show Cause. On July 25, 2002, this Court entered an Order requiring Beverly Holmes, Ross Briggs and Critique Legal Services to appear on August 14, 2002 and show cause why they should not be held in contempt for their failure to comply with 11 U.S.C. § 110 and for their violation of the Court's prior injunction against the unauthorized practice of law. Mr. Briggs was further ordered to show cause why he should not be sanctioned for failure to seek admission to this Court in order to represent the debtor in this case.

At hearing on August 14, 2002, both Ms. Holmes and Mr. Briggs appeared. Based on the allegations that were admitted by Mr. Briggs and Ms. Holmes in open court, the Court finds that Ms. Holmes, Mr. Briggs and Critique Legal Services have violated this Court's prior injunction against the unauthorized practice of law and §§ 110 (b), (c), and (h) of the Bankruptcy Code.¹ Accordingly,

¹The relevant sections of 11 U.S.C. § 110 provide:

(b)(1) A bankruptcy petition preparer who prepares a document for filing shall sign the document and print on the document the preparer's name and address

* * *

(c)(1) A bankruptcy petition preparer who prepares a document for filing shall place on the document, after the preparer's signature, an identifying number that identifies individuals who prepared the document.

* * *

(h)(1) Within 10 days after the date of the filing of a petition, a

IT IS ORDERED:

- (A) That Ross Briggs, Beverly Holmes and Critique Legal Services shall immediately disgorge any funds received as payment in this case to the debtor;
- (B) That Ross Briggs by agreement, shall pay all attorney's fees and costs incurred by the debtor in obtaining alternative counsel in this case;
- (C) That Beverly Holmes and Critique Legal Services are permanently enjoined from filing any further documents as petition preparers in the United States Bankruptcy Court for the Southern District of Illinois;
- (D) That Ross Briggs is suspended from filing any new cases in the United States Bankruptcy Court for the Southern District of Illinois for a period of three (3) months;
- (E) That the Court imposes a fine of \$500.00 for each violation under § 110 for a total fine of \$1,500.00 against Ross Briggs, Beverly Holmes and Critique Legal Services pursuant to 11 U.S.C. §§ 110(b)(2), (c)(3), and (h)(4).
- (F) That these sanctions shall be paid to the Clerk of the United States Bankruptcy Court for the Southern District of Illinois within 90 days of the date of this Order or the date of Mr. Briggs' reinstatement, whichever occurs sooner;
- (G) That the Chapter 13 Trustee is awarded \$201.00 for attorney's fees and costs for services performed in this case. Ross Briggs, Beverly Holmes and Critique Legal Services shall pay this sum to James W. McRoberts, Chapter 13 Trustee, P.O. Box 24100, Belleville, Illinois 62223, within 90 days of the date of this Order or the date of Mr. Briggs' reinstatement, whichever occurs sooner;
- (H) That Mr. Briggs shall be reinstated to practice only after certifying that the problems such as the ones in this case no longer exist, that all sanctions have been paid in full, that he has been trained and certified to file documents electronically by this Court, and that he has been admitted to practice before this Court.

bankruptcy petition preparer shall file a declaration under penalty of perjury disclosing any fee received from or on behalf of the debtor within 12 months immediately prior to the filing of the case, and any unpaid fee charged to the debtor.

11 U.S.C. §§ 110(b)(1), (c)(1) and (h)(1). The Court may impose a fine of up to \$500.00 under each section for violations of these provisions. See 11 U.S.C. §§ 110(b)(2), (c)(3) and (h)(4).

ENTERED: August 15, 2002

/s/ Kenneth J. Meyers
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

IN RE:

In Proceedings
Under Chapter 13

ROBERT WIGFALL, JR.,

Case No. 02-32059

Debtor(s).

ORDER TO SHOW CAUSE AND NOTICE

This matter is before the Court *sua sponte*. On July 24, 2002, the debtor appeared before the Court without the benefit of counsel on his motion to reinstate his case. The debtor advised the Court that he had paid the sum of \$99.00 to Beverly Holmes and/or Critique Legal Services for the preparation of his bankruptcy petition, schedules and related documents. The debtor further advised the Court that he had not completed the schedule of exemptions himself, but rather that this schedule had been prepared by Beverly Holmes and/or Critique Legal Services. The debtor stated to the Court that he believed that an attorney from Critique Legal Services would be present at the hearing on July 24, 2002 to represent him.

The Court's review of the debtor's petition and schedules reveals a morass of conflicting statements with respect to the preparation of these documents. In the section on the petition entitled "Name and Address of Law Firm or Attorney," the debtor lists "Critique Legal Services, Beverly Holmes/Ross Briggs." In the section immediately following, debtor is asked to list the "name(s) of attorney(s) designated to represent the debtor." That section states "Beverly Holmes." The section that is to be checkmarked if the debtor is not represented by an attorney is left blank. All sections entitled "Certification and Signature of Non-Attorney Bankruptcy Petition Preparer" are marked "Not Applicable," while the section calling for the attorney's signature contains the typewritten name "Beverly Holmes" but no signature. Beverly Holmes and/or Critique Legal Services has not signed the declaration required by 11 U.S.C. § 110 and, in fact, that declaration had not been submitted as of

the time of the hearing. The debtor's statement of financial affairs states that he paid \$99.00 to Ms. Holmes but she has failed to file the requisite "Disclosure of Compensation of Bankruptcy Petition Preparer." Instead, a "Statement of Attorney for Petitioner Pursuant to Bankruptcy Rule 2016(b) has been filed reflecting the \$99.00 payment. On this form, the space to be executed by the attorney is left blank. However, under the signature line, the following is typed:

BEVERLY HOLMES, Bar no: 493-80-3893¹
Attorney for Debtor(s)

Ms. Holmes has been enjoined by this Court in the past from engaging in conduct which constitutes the unauthorized practice of law. Mr. Briggs, who is an attorney licensed in Missouri, has been admonished previously that he must seek general admission to practice in this District or admission *pro hac vice* for each case that he files. Mr. Briggs had failed to do either as of the time of the hearing.

Accordingly, IT IS ORDERED that Beverly Holmes, Ross Briggs and Critique Legal Services² appear on August 14, 2002, at 9:00 a.m., in the United States Bankruptcy Court, 750 Missouri Avenue, East St. Louis, Illinois. At this hearing, Beverly Holmes and Critique Legal Services shall show cause why they should not be sanctioned for failure to comply with 11 U.S.C. § 110 and for violation of the Court's prior injunction against the unauthorized practice of law. Mr. Briggs shall show cause why he should not be sanctioned for his failure to seek admission to represent the debtor in this case.

IT IS FURTHER ORDERED that the United States Trustee shall review this matter, and that the United States Trustee and the debtor shall appear at the hearing on August 14, 2002.

¹ The Court notes that the "bar number" appears to be a social security number.

² It is unclear if Beverly Holmes is doing business as Critique Legal Services or if it is a separate entity. If Critique Legal Services is a separate entity it must appear with counsel.

ENTERED: July 25, 2002

/s/ Kenneth J. Meyers
UNITED STATES BANKRUPTCY JUDGE

Attachment 122

Notice of Appearance, filed in *In re White*

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

In: Jessica White)	
	)	Case No.: 15-48556
Debtor	)	Chapter 7
)	
)	
)	
)	

ENTRY OF APPEARANCE

Comes Now, Robert J. Dellamano, Attorney at Law, and enters his appearance as sole legal counsel for Debtor.

Robert J. Dellamano #63106861L
Attorney at Law
100 S. 4th Street, Ste. 550
St. Louis, MO 63102
(314) 499-6900 office
(314) 300-4650 fax
robert.dellamano@yahoo.com

CERTIFICATE OF SERVICES:

By my signature below it is certified that a copy of the above was served this 18th day of December 2015 by ECF system and/ or first class mail to the following:

E. Rebecca Case
7733 Forsyth Ste. 500
.Clayton, MO 63105

Jessica White
2173 Orbit Dr
Saint Louis. MO 63136

Robert Dellamano, Attorney at Law

15-48556

**DISCLOSURE AND RETAINER AGREEMENT
FOR LEGAL REPRESENTATION**

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

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

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

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

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

Jessica White
Client

12/15/15
Date

If Joint, Client

Date

Attorney At Law

Date

Attachment 123

Rule 2016 Statement, filed in *In re White*

**United States Bankruptcy Court
Eastern District of Missouri**

In re Jessica White

Debtor(s)

Case No. 15-48556Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>100.00</u>
Prior to the filing of this statement I have received	\$	<u>100.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ 0.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:
 Debtor Other (specify):
4. The source of compensation to be paid to me is:
 Debtor Other (specify):
5. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
 I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - d. [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Date

Robert J. Dellamano
Signature of Attorney
Law Office of Robert J. Dellamano
100 S. 4th Street Ste. 550
Saint Louis, MO 63102
314-499-6900 Fax: 314-300-4650
robert.dellamano@yahoo.com
Name of law firm

Attachment 124

Notice of False and Misleading Representations
at Docket Entry Nos. 9 & 10, filed in *In re White*

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

In re:	)	Case No. 15-48556-705
	)	Judge Charles E. Rendlen, III
JESSICA WHITE,)	
	)	NOTICE OF FALSE AND/OR
Debtor.	)	MISLEADING STATEMENTS IN
	)	DOCKET ENTRIES NOS. 9 AND 10

Chapter 7 Trustee E. Rebecca Case (“Trustee Case”) files this Notice of False and/or Misleading Statements in Docket Entries Nos. 9 and 10 and in support thereof respectfully reports the following:

1. Debtor Jessica White (“Debtor White”) filed a Voluntary Chapter 7 Petition for Relief in the United States Bankruptcy Court for the Eastern District of Missouri on November 12, 2015 and a copy of the Order and Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines (“Notice”) is attached hereto and incorporated herein as **Exhibit “1”**.

2. According to the Notice, the Attorney for Debtor is Dean D. Meriwether (“Attorney Meriwether”) from the Law Offices of Dean Meriwether located at 3919 Washington Avenue, St. Louis, Missouri.

3. The Meeting of Creditors was scheduled to be held on Friday, December 18, 2015 at 9:00 a.m.

4. Late on the afternoon of Thursday, December 17, 2015 a Debtor contacted Trustee Case and reported that she had been contacted by “Critique Services” and informed that her Meeting of Creditors had been cancelled.

5. Trustee Case responded that the Meeting of Creditors had not been cancelled and that Trustee Case had not been contacted by “Critique Services” or Attorney Meriwether.

6. When Trustee Case arrived at the Thomas F. Eagleton Federal Courthouse on Friday, December 18, 2015, at approximately 7:45 a.m. attorney Robert J. Dellamano (“Attorney Dellamano”) was standing in the lobby.

7. Trustee Case proceeded to the 341 Meeting Room.

8. Before the beginning of the Meeting of Creditors scheduled for 9:00 a.m., Attorney Dellamano appeared in the 341 Meeting Room and reported that none of Attorney Meriwether’s clients would be appearing for their Meeting of Creditors on Friday, December 18, 2015 and requested that all six cases be continued.

9. However, two Debtors were present in the 341 Meeting Room when Attorney Dellamano made his announcement, Debtor White and Debtor Kay Frances Robinson.

10. Debtor Kay Frances Robinson left the 341 Meeting Room.

11. Debtor White remained and reported to Trustee Case and Attorney Dellamano that she wanted to go forward with her Meeting of Creditors and not miss another day of work.

12. Trustee Case requested that Debtor White and Attorney Dellamano discuss the matter and notify Trustee Case as to how they wished to proceed.

13. Debtor White and Attorney Dellamano consulted and then reported that they wished to proceed with the Meeting of Creditors as scheduled and Attorney Dellamano reported that he would return after filing some documents with the Clerk of the Court.

14. Attorney Dellamano left the 341 Meeting Room and returned after 10:00 a.m.

15. Debtor White’s Meeting of Creditors was held.

16. Attorney Dellamano announced that he was appearing on behalf of the Debtor.

17. As of this date, Attorney Meriwether has not withdrawn as the Attorney for Debtor.

18. Attorney Dellamano delivered to Trustee Case the following documents:
 - a. Docket Entry No. 9 filed on Friday, December 18, 2015 at 9:59 a.m., Entry of Appearance with an attachment, Disclosure and Retainer Agreement for Legal Representation (“Retainer Agreement”), a copy of which is attached hereto and incorporated herein as **Exhibit “2”**; and
 - b. Docket Entry No. 10 filed on Friday, December 18, 2015 at 10:00 a.m., Disclosure of Compensation of Attorney for Debtor(s) (“Attorney’s Disclosure of Compensation”), a copy of which is attached hereto and incorporated herein as **Exhibit “3”**.

RETAINER AGREEMENT, ATTACHMENT TO EXHIBIT “2”

(DOCKET ENTRY NO. 9)

19. The Retainer Agreement, attachment to **Exhibit “2”**, states the following: “Attorney Meriwether has issue(sic) me a partial refund and I have retained the services of Attorney Dellamano.”

20. However, the Debtor testified that she has received no refund from Attorney Meriwether and she has not paid or agreed to pay Attorney Dellamano any money.

21. Attorney Dellamano aggressively asked the Debtor if she had read the Retainer Agreement before she signed it on December 15, 2015.

22. The Debtor became flustered, admitted signing the Retainer Agreement on December 15, 2015 but was adamant that she had not received a refund from Attorney Meriwether and she had not paid or agreed to pay Attorney Dellamano any money.

23. Attorney Dellamano identified his signature followed by the date “12/18/15” on the Retainer Agreement.

24. Later, Attorney Dellamano admitted that the Debtor's testimony in regard to **Exhibit "2"**, the Retainer Agreement, was accurate: The Debtor received no refund from Attorney Meriwether, the Debtor had paid no money to Attorney Dellamano, and the Debtor had not agreed to pay Attorney Dellamano in the future. The Retainer Agreement contains false and/or misleading statements.

ATTORNEY'S DISCLOSURE OF COMPENSATION, EXHIBIT "3"

(DOCKET ENTRY NO. 10)

25. **Exhibit "3"**, the Attorney's Disclosure of Compensation, states "For legal services, I have agreed to accept \$100.00" and "Prior to the filing of this statement I have received \$100.00" and the Balance Due is "0.00".

26. When shown the Attorney's Disclosure of Compensation, Debtor again denied that she had agreed to pay or had paid Attorney Dellamano \$100.00.

27. In addition, the Attorney's Disclosure of Compensation states "The source of the compensation paid to me was: Debtor" and "The source of compensation to be paid to me is: Debtor".

28. Again, the Debtor denied that she paid Attorney Dellamano or that she had agreed to pay Attorney Dellamano in the future.

29. The Attorney's Disclosure of Compensation also states "I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm."

30. Attorney Dellamano identified his signature and the date "12/18/15" on the Attorney's Disclosure of Compensation.

31. Attorney Dellamano admitted that the Debtor's testimony in regard to Attorney's Disclosure of Compensation was accurate: Attorney Dellamano had no agreement with the Debtor to be paid \$100.00, Attorney Dellamano had not been paid \$100.00 by the Debtor or anyone else, and the source of any compensation to be paid to Attorney Dellamano was not the Debtor. The Attorney's Disclosure of Compensation contains false and/or misleading statements.

32. Attorney Dellamano's response to Attorney's Disclosure of Compensation, number 5, was "I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm". Attorney Dellamano's testimony in regard to this response was inconclusive.

WHEREFORE, Chapter 7 Trustee E. Rebecca Case files this Notice of False and/or Misleading Statements in Docket Entries Nos. 9 and 10 in this case pursuant to her understanding of the Orders that have been entered by the Honorable Charles E. Rendlen, III in several cases in regard to "Critique Services", Dean Meriwether and/or Robert J. Dellamano.

STONE, LEYTON & GERSHMAN
A Professional Corporation

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

Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
Eastern District of Missouri

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

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 11/12/15.

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

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

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

Jessica White
2173 Orbit Dr.
St. Louis, MO 63136

Case Number:
15-48556-A705

Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN:
8178

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

Dean D. Meriwether
Law Offices of Dean Meriwether
3919 Washington Avenue
St. Louis, MO 63108
Telephone number: 314-533-4357

Bankruptcy Trustee (name and address):

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

Meeting of Creditors:

Date: December 18, 2015

Time: 09:00 AM

Location: 111 South Tenth Street, First Floor, Room 1.310, St. Louis, MO 63102

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

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

The presumption of abuse does not arise.

Deadlines:

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

Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts: 2/16/16

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

Deadline to Object to Exemptions:

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

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

Foreign Creditors

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

Address of the Bankruptcy Clerk's Office:

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

So Ordered

Charles R. Landrum III

United States Bankruptcy Judge
Date: 11/13/15



MIME-Version: 1.0
From: cmecfadmin@moeb.uscourts.gov
To: ecf_user@localhost.localdomain
Cc: MO06@ecfbis.com, USTPRegion13.SL.ECF@USDOJ.gov, atydeanmeriwether@yahoo.com, chapter7trustee@stoneleyton.com, dellamanolaw@gmail.com, ecfnotices@ascensioncapitalgroup.com
Do not notice for BK case;

Message-Id: <1944824@moeb.uscourts.gov>
Subject: 15-48556 Notice of Appearance

Content-Type: text/html

NOTE TO PUBLIC ACCESS USERS Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.

U.S. Bankruptcy Court
Eastern District of Missouri

Notice of Electronic Filing

The following transaction was received from Robert James Dellamano entered on 12/18/2015 at 9:59 AM CST and filed on 12/18/2015

Case Name: Jessica White
Case Number: 15-48556
Document Number: 2

Docket Text:

Notice of Appearance and Request for Notice by Robert James Dellamano Filed by Debtor Jessica White. (Dellamano, Robert)

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: 15-48556 White.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1031339175 [Date=12/18/2015] [FileNumber=19448246-0] [25cbd039415b7afbfb373867a03e09a7b2ac4ae25792b685a113fe0684360771e462054b1a6e1524da9648dcf9e81ebc189f77c9b5866f6e828cf624785d5f]]

15-48556 Notice will be electronically mailed to:

E. Rebecca Case
chapter7trustee@stoneleyton.com, MO06@ecfbis.com

Robert James Dellamano on behalf of Debtor Jessica White
dellamanolaw@gmail.com, dellamanolaw@gmail.com

Dean D. Meriwether on behalf of Debtor Jessica White
atydeanmeriwether@yahoo.com

Office of US Trustee
USTPRegion13.SL.ECF@USDOJ.gov

15-48556 Notice will not be electronically mailed to:

Exeter Finance Corp.
Ascension Capital Group
P.O. Box 201347
Arlington, TX 76006



UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

In: Jessica White)
)
 Debtor) Case No.: 15-48556
) Chapter 7
)
)
)
)
)

ENTRY OF APPEARANCE

Comes Now, Robert J. Dellamano, Attorney at Law, and enters his appearance as sole legal counsel for Debtor.



Robert J. Dellamano #63106861L
Attorney at Law
100 S. 4th Street, Ste. 550
St. Louis, MO 63102
(314) 499-6900 office
(314) 300-4650 fax
robert.dellamano@yahoo.com

CERTIFICATE OF SERVICES:

By my signature below it is certified that a copy of the above was served this 18th
day of December 2015 by ECF system and/ or first class mail to the following:

E. Rebecca Case
7733 Forsyth Ste. 500
.Clayton, MO 63105

Jessica White
2173 Orbit Dr
Saint Louis, MO 63136


Robert Dellamano, Attorney at Law

15-48550

DISCLOSURE AND RETAINER AGREEMENT FOR LEGAL REPRESENTATION

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

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

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

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

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

Jessica White
Client

12/15/15
Date

If Joint, Client
[Signature]
Attorney At Law

Date
12/18/15
Date

MIME-Version: 1.0
From: cmecfadmin@moeb.uscourts.gov
To: ecf_user@localhost.localdomain
Bcc: MO06@ecfbis.com, USTPRegion13.SL.ECF@USDOJ.gov, atydeanmeriwether@yahoo.com, chapter7trustees@stoneleyton.com, dellamanolaw@gmail.com, ecfnofices@ascensioncapitalgroup.com
Do not notice for BK case:

Message-Id: <19448251@moeb.uscourts.gov>
Subject: 15-48556 Disclosure of Compensation of Attorney for Debtor

Content-Type: text/html

NOTE TO PUBLIC ACCESS USERS Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.

U.S. Bankruptcy Court
Eastern District of Missouri

Notice of Electronic Filing

The following transaction was received from Robert James Dellamano entered on 12/18/2015 at 10:00 AM CST and filed on 12/18/2015

Case Name: Jessica White
Case Number: 15-48556
Document Number: 10

Docket Text:

Disclosure of Compensation of Attorney for Debtor Filed by Debtor Jessica White. (Dellamano, Robert)

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: 15-48556 White 2016B.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1031339175 [Date=12/18/2015] [FileNumber=19448249-0] [1ad5cb05b4c088877f1a9b4d18f3af310374c8cec13d438528f3955e9b06551195a6a1f6f90ec3440d2e9c477e8fd3949aed3248df379941af75840ba0df290f]]

15-48556 Notice will be electronically mailed to:

E. Rebecca Case
chapter7trustee@stoneleyton.com, MO06@ecfbis.com

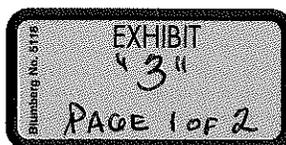
Robert James Dellamano on behalf of Debtor Jessica White
dellamanolaw@gmail.com, dellamanolaw@gmail.com

Dean D. Meriwether on behalf of Debtor Jessica White
atydeanmeriwether@yahoo.com

Office of US Trustee
USTPRegion13.SL.ECF@USDOJ.gov

15-48556 Notice will not be electronically mailed to:

Exeter Finance Corp.
Ascension Capital Group
P.O. Box 201347
Arlington, TX 76006



United States Bankruptcy Court
Eastern District of Missouri

In re Jessica White
Debtor(s)

Case No. 15-48556
Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>100.00</u>
Prior to the filing of this statement I have received	\$	<u>100.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ 0.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:
 Debtor Other (specify):

4. The source of compensation to be paid to me is:
 Debtor Other (specify):

5. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
 I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]

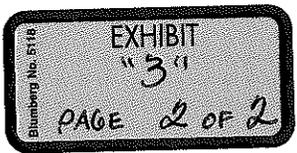
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Representation of the debtors in adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Date 12/18/15


Robert J. Dellamano
Signature of Attorney
Law Office of Robert J. Dellamano
100 S. 4th Street Ste. 550
Saint Louis, MO 63102
314-499-6900 Fax: 314-300-4650
robert.dellamano@yahoo.com
Name of law firm



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

In re:	§	Case No. 15-48556-705
	§	
Jessica White,	§	Chapter 7
	§	
Debtor.	§	

ORDER

On December 22, 2015, the chapter 7 trustee in this Case filed a “Notice of False and/or Misleading Statements in Docket Entries Nos. 9 and 10” (the “Notice”) [Docket No. 12], reporting that, during the § 341 meeting of creditors on December 18, 2015, testimony was given by the Debtor, and admissions were made by the Debtor’s counsel, Robert J. Dellamano, that appear to show that Dellamano filed documents that contain materially false statements.

The Court now **ORDERS** that:

- (i) the chapter 7 trustee file a copy of the certified transcript of the Debtor’s § 341 meeting no later than January 4, 2016; and
- (ii) Dellamano show cause why sanctions should not be imposed upon him, pursuant to Fed. R. Bankr. P. 9011, § 105(a), and the inherent authority of the Court to discipline attorneys it, for the filing materially false misleading documents with the Court, based on the facts alleged in the Notice. Any written response must be filed on or before January 7, 2016.¹

DATED: December 23, 2015
St. Louis, Missouri 63102
mtc


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

¹ On December 18, 2015, Dellamano was suspended from the privilege of practicing law before this Court for making of false statements. That suspension does not prevent Dellamano from responding to this Order.

Copy Mailed To:

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

Robert J. Dellamano,
Attorney at Law,
100 S. 4th St., Ste. 550,
St Louis MO 63102

Attachment 125

Order Directing Transcript to be Filed and Directing Dellamano to Show Cause,
entered in *In re White*

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

In re:	§	Case No. 15-48556-705
	§	
Jessica White,	§	Chapter 7
	§	
Debtor.	§	

ORDER

On December 22, 2015, the chapter 7 trustee in this Case filed a “Notice of False and/or Misleading Statements in Docket Entries Nos. 9 and 10” (the “Notice”) [Docket No. 12], reporting that, during the § 341 meeting of creditors on December 18, 2015, testimony was given by the Debtor, and admissions were made by the Debtor’s counsel, Robert J. Dellamano, that appear to show that Dellamano filed documents that contain materially false statements.

The Court now **ORDERS** that:

- (i) the chapter 7 trustee file a copy of the certified transcript of the Debtor’s § 341 meeting no later than January 4, 2016; and
- (ii) Dellamano show cause why sanctions should not be imposed upon him, pursuant to Fed. R. Bankr. P. 9011, § 105(a), and the inherent authority of the Court to discipline attorneys it, for the filing materially false misleading documents with the Court, based on the facts alleged in the Notice. Any written response must be filed on or before January 7, 2016.¹

DATED: December 23, 2015
St. Louis, Missouri 63102
mtc


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

¹ On December 18, 2015, Dellamano was suspended from the privilege of practicing law before this Court for making of false statements. That suspension does not prevent Dellamano from responding to this Order.

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

Robert J. Dellamano,
Attorney at Law,
100 S. 4th St., Ste. 550,
St Louis MO 63102

Attachment 126

Transcript of the § 341 meeting in *In re White*

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

In re:) Case No. 15-48556-705
JESSICA WHITE,) Judge Charles E. Rendlen III
Debtor.) Chapter 7
)
)

AFFIDAVIT OF DIANE FERRANTI AND TRANSCRIPT

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

1. I am over the age of eighteen and in all ways competent to make this Affidavit.
2. I accurately transcribed the tape from the Meeting of Creditors of Debtor Jessica White, Case No. 15-48556-705, and a copy of the transcript is attached hereto and incorporated herein as Exhibit "A".

Further, affiant sayeth not.



Diane Ferranti

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

Subscribed and sworn to before me this 4th day of January 2016.



Notary Public
My commission expires:



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

STONE, LEYTON & GERSHMAN
A Professional Corporation

By: /s/ E. Rebecca Case
E. Rebecca Case- EDMO#38010MO
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105
(314) 721-7011
(314) 721-8660 Facsimile
chapter7trustee@stoneleyton.com
Chapter 7 Trustee

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent via first class, United States mail, postage prepaid and/or electronic notice on January 4, 2016 to:

1. Jessica White Debtor
2173 Orbit Drive
St. Louis, MO 63136
2. Dean D. Meriwether Attorney for Debtor
Law Office of Dean Meriwether
3919 Washington Avenue
St. Louis, MO 63108
3. Robert J. Dellamano Second Attorney for Debtor
Law Office of Robert J. Dellamano
100 S. 4th Street, Suite 550
St. Louis, MO 63102
4. Paul Randolph
Office of the United States Trustee
Thomas F. Eagleton Courthouse
111 South Tenth Street, Suite 6353
St. Louis, Missouri 63102

/s/ E. Rebecca Case
E. Rebecca Case

Jessica White – Meeting of Creditors 12-18, 2015
Case No. 15-48556-705

Transcribed by Diane Ferranti

Trustee: E. Rebecca Case (T)

Debtor: Jessica White

Attorney for Debtor: Robert James Dellamano

T: Okay. Raise your right hand for me please, Ms. White, do you swear to tell the truth, the whole truth and nothing but the truth?

Ms. White: Yes.

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

Ms. White: Jessica White

Mr. Dellamano: Bob Dellamano for the Debtor. Just hang onto it in case –

T: Ms. White, have you ever filed bankruptcy before?

Ms. White: Yes.

T: Here is your Social Security card. I'm returning it to you and your Missouri driver's license that matches the information on the Petition.

Ms. White: Thank you.

T: Your attorney has your Petition there, please take a look. Is that your signature on the –

Ms. White: Yes.

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

Ms. White: Yes.

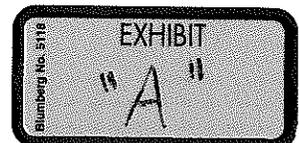
T: Before you signed your name to the documents, did you read them?

Ms. White: Yes.

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

Ms. White: Yes.

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



Ms. White: Yes.

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

Ms. White: No.

T: Did you list all of our assets?

Ms. White: Yes.

T: Did you list all of your creditors?

Ms. White: Yes.

T: You filed bankruptcy before in 2007?

Ms. White: Yes.

T: And you received a discharge?

Ms. White: Yes.

T: Was it a Chapter 7 case like this one?

Ms. White: Yes.

T: What is the address of your employer?

Ms. White: 4240 Duncan Avenue, St. Louis, Missouri 63108.

T: Your 2014 income tax return, did you file it with the Internal Revenue Service?

Ms. White: I did, yes.

T: And you – and do you have that tax return with you?

Ms. White: It's in there –

T: I don't have her tax returns. I don't have her payment advices and I don't have her bank statements, but she's here so let's – let's try to do it if we can.

Mr. Dellamano: Okay.

T: Ms. White, do you happen to have copies of your income tax returns?

Ms. White: Not my income tax returns - I don't.

T: Okay.

Ms. White: I didn't bring it. Someone told me to, but –

Mr. Dellamano: See what she filed a long time ago.

T: This is not a conversion case. So she filed on November the 12th of this year –

Mr. Dellamano: Yeah, I don't have the –

T: - so we're looking for the 2014 income tax return.

Mr. Dellamano: - and I don't have the pay advices that go back to that –

T: Okay.

Mr. Dellamano: - time frame.

T: So we're looking for her payment advices, her 2014 income tax return –

Mr. Dellamano: Oh, here we go.

Ms. White: Here you go.

T: What do you have?

Mr. Dellamano: I have income tax return.

T: Okay. Pass that to me.

Mr. Dellamano: Let's see if I have – that looks like it might be state only.

T: Ms. White, you have one, two, three, four dependents. Is that right?

Ms. White: Yes.

T: You have all boys?

Ms. White: Yes.

T: You're a busy lady. All right. Okay. Okay. Your earned income credit was 4,122 and your additional tax credit 366.12 of your tax refund of 8,563 and I have your federal return here and I have your state, and I am going to return that to your attorney for his file.

Ms. White: Okay.

T: Payment advices, did we find those?

Mr. Dellamano: Not through that date, nor the bank statements.

T: Okay. You guys can get the payment advices. You have – you have your paystubs with you by any chance?

Ms. White: I do.

T: Okay. I need the - the one – did you change jobs during the year or just have one job?

Ms. White: I have one job.

T: Okay. Pass – I need your paystub as of November the 12th.

Ms. White: Oh, that one I probably – let me see.

T: Give me the last one you've got.

Ms. White: Oh, let me see.

Mr. Dellamano: I have through 10-11, is the last one I have – 10-24.

Ms. White: I don't think I have any for November.

T: You guys give me the last one you have.

Ms. White: This is November –

T: Okay. Let's take a look.

Mr. Dellamano: You have a bank statement too –

Ms. White: I have November bank statement too.

T: Okay.

Ms. White: That's November.

T: I'm going to return that to you too, and let's see your bank statement while we're here.

Ms. White: That's November.

T: Your bank account is located at the Health Care Family Credit Union?

Ms. White: Yes.

T: And in here it looks like your account is overdrawn on the day you filed. Is that correct?

Ms. White: Yes.

T: Okay. I'm going to return your bank statement to you.

Ms. White: Thank you.

T: All right. Do you owe any alimony, child support or maintenance to anyone?

Ms. White: No.

T: You've read the U.S. Trustee's Information Sheet?

Ms. White: Yes.

T: Is this your signature on the blue form?

Ms. White: Yes.

T: Have you owned any real estate in the last four years?

Ms. White: No.

T: Let's go to your Schedule B, Personal Property; let's see what's happening here. It's not pulling for some reason. Here we are. On the day you filed, you said your bank account was at Health Care Family Credit Union –

Ms. White: Yes.

T: - and had a balance of zero. Is that correct?

Ms. White: Yes.

T: Cash, \$3. Is that accurate?

Ms. White: Yes.

T: Look at your answers to questions 3 through 11, are those accurate values for your property as of the day of the filing of this case?

Ms. White: Yes.

T: Do you have any sort of a 401(k), IRA or anything like that through your place of employment or -

Ms. White: No.

T: - on your own?

Ms. White: No.

T: Okay. Your 2006 Dodge Durango, do you owe any money on that car?

Ms. White: No, I surrendered it.

T: You surrendered it. Do you own any other property that I haven't asked you about here today?

Ms. White: No.

T: Now, it's marked on here that you owe taxes, but then it says none. Do you owe any taxes to the IRS?

Ms. White: They took 'em last year.

T: They intercepted your tax refund last year?

Ms. White: Oh, was it last year? I can't remember. One year I did and they took it back.

T: And they paid the debt back to the IRS?

Ms. White: They took it from my taxes –

T: Refund.

Ms. White: - and gave me the difference.

T: Okay. So do you owe any taxes now?

Ms. White: No.

T: Okay. And you have the four dependents. Is that correct?

Ms. White: Yes.

T: Are you a party to any lease?

Ms. White: No.

T: Did anyone cosign on any of your debts?

Ms. White: No.

T: Excuse me. During the 90 days before filing, did you pay anyone \$600 or more?

Ms. White: Before filing, no.

T: You listed Drive Time Car Sales, is that your car?

Ms. White: I did pay them 600 or more, yes. I did pay them a payment.

T: Okay. Excuse me. During the 90 days before filing, any losses due to fire, theft, casualty or gambling?

Ms. White: No.

T: Does anyone owe you any money?

Ms. White: No.

T: Do you have any claims against anyone?

Ms. White: No.

T: Just a second. Are you holding any property for another person?

Ms. White: No.

T: Is anyone holding any property for you?

Ms. White: No.

T: Does anyone owe you any money?

Ms. White: No.

T: Okay. Now, Ms. White, when did you first go to Critique Services?

Ms. White: In September.

T: Okay.

Ms. White: I think it was September.

T: Who did you meet with when you went there?

Ms. White: Originally when I met?

T: Um-hmm, the first time when you went in.

Ms. White: I don't – um, I don't know the lady name.

T: Okay.

Ms. White: Customer service.

T: Pardon me?

Ms. White: Customer service. I don't know it.

T: You just went in and it was a woman, right? Okay. And did she give you a packet of information to fill out?

Ms. White: Um-hmm – yes.

T: Yes? Okay. Did you fill it out while you were there?

Ms. White: Yes.

T: And you turned it in?

Ms. White: Um-hmm – yes.

T: And did you pay at that time?

Ms. White: No, I had to – no, I didn't pay at that time. She gave me information I need to bring in.

T: Okay.

Ms. White: And then when I brought the information in then I could – I paid the –

T: Okay. Did you pay cash?

Ms. White: I did.

T: Okay. Did you -

Ms. White: I have my receipts.

T: Okay. Did you get a receipt?

Ms. White: Um-hmm, I did.

T: Yes. Okay. And so that would have been your second trip to Critique. Is that correct?

Ms. White: I went twice –

T: You went twice.

Ms. White: - cause the first time you had to bring all your information in. Before you can file you have to have all your information and then you go, yes.

T: Okay.

Ms. White: You pay two different ways.

T: Who did you meet the second time?

Ms. White: Customer service and the attorney. I don't know –

T: Okay. You met with an attorney.

Ms. White: Um-hmm.

T: Was it Mr. Dellamano that's with you here today?

Ms. White: nuh-uh – no.

T: No?

Ms. White: No.

T: Who'd you meet with?

Ms. White: Oh, it's Dean – Dean -

T: Dean Meriwether?

Ms. White: Yes.

T: Okay. And that was back in September?

Ms. White: October.

T: October.

Ms. White: I went in September and then I -- I went back in October.

T: Okay. And you saw him then of the – yes?

Ms. White: Yes.

T: Okay. And how long were you – were you with Dean?

Ms. White: I don't know. I don't know. I don't know.

T: Five minutes, ten minutes, half an hour?

Ms. White: He went through my papers and told me what I needed to bring back in, so probably about – maybe five or ten minutes. I needed a few more information regarding the car I had reposed.

T: Okay. And when did you take the information back in about the car repo?

Ms. White: Probably the next – within the next week.

T: Next week. So was that in October, you think?

Ms. White: Um-hmm.

T: Is that yes?

Ms. White: Yes. I'm sorry. Yes.

T: That's okay. And what were you told – what happened next?

Ms. White: They went to file it.

T: They said they'd file your case?

Ms. White: Yes.

T: Okay. Was it filed in October?

Ms. White: It was filed – um, I don't know the exact date. It was filed in October I believe though.

T: No, it wasn't filed until November the 12th. Do you know why the delay? Did they give you an explanation?

Ms. White: No, I thought it was filed in Oct – no -

T: Did they tell you it was filed in October?

Ms. White: I don't remember. I thought it was filed in October. Maybe it was November. I thought it was in October.

T: Okay. But it wasn't filed until November. Okay. Did – did you have to call down there and ask -

Ms. White: Was it November?

T: - about had it been filed or not?

Ms. White: I did call and ask 'em when they – ah, when they handled the process, because I wasn't familiar with the process, I did.

T: Okay. And what did they tell you?

Ms. White: That he was going to file it.

T: That he was going to file.

Ms. White: Because he files his actually down at the courthouse. He does his down there and once file – he has – he has a case with him and once he files he'll get you your --

T: Your case number?

Ms. White: - your case number in two weeks.

T: And so that you'd get it in about two weeks?

Ms. White: It would come in the mail, which I got - after he filed I got this –

T: The Notice.

Ms. White: Um-hmm, with my date.

T: Okay. Any garnishments or anything happen during the time period?

Ms. White: I did have a garnishment.

T: Did you while we were waiting for the case to be filed?

Ms. White: No, it was before.

T: It was before.

Ms. White: Um-hmm.

T: Did you get the garnishment stopped?

Ms. White: I did.

T: Okay. Anything else you want to tell me?

Ms. White: No.

T: No. Okay. And Mr. Dellamano, are you appearing here today as the employee of Mr. Meriwether?

Mr. Dellamano: No, I'm on my own now.

T: Okay.

Mr. Dellamano: He's been suspended. I'm no longer contracted with him.

T: And so you're appearing here today – are you sitting in for him? I mean this is his case. You're entering your appearance today for this Debtor?

Mr. Dellamano: Yes.

T: And you're going to file a Notice of Appearance with the Court?

Mr. Dellamano: I already have for this particular day.

T: And that's what this is that you've given me -

Mr. Dellamano: Yes, and the disclosure statement.

T: - that you've entered your Notice of Appearance?

Mr. Dellamano: That's correct.

T: Ms. White, it indicates you've received a partial refund from Mr. Meriwether, how much did you receive?

Ms. White: I didn't get any refund. I requested for a refund back.

T: This says attorney Meriwether has issued me a partial refund and I have retained the services of attorney Dellamano.

Mr. Dellamano: You signed that piece of paper.

Ms. White: When was – I didn't get any refund back. I didn't get any refund back. I have all my receipts.

Mr. Dellamano: Did you read that document?

Ms. White: No, let me – can I see it, please.

T: Um-hmm, I'll let you see it.

Ms. White: I got a refund back?

Mr. Dellamano: They should have given you either all or partial of your money back and –

Ms. White: They didn't give me any money back.

Mr. Dellamano: - informed you –

Ms. White: They informed me that I have a new attorney that's going to be representing me, but it didn't say I was getting a refund. No one gave me no refund.

Mr. Dellamano: Did you read that document before you signed it? No?

Ms. White: I didn't read that part where I was getting a refund – refund back.

T: When did you get that document?

Ms. White: I just got it. They called me Monday and told me that he was suspended and that's when I Goggled it online and realized he was suspended.

T: Um-hmm.

Ms. White: But I didn't get –

T: Where did you get –

Ms. White: - I did not get –

T: - this form?

Ms. White: When I went down to the office.

T: You went to the Critique office and they gave you this form to sign?

Ms. White: I did it – I did it Tuesday.

T: Tuesday. Who gave you the form?

Ms. White: The lady at the front desk. I'm not sure of her name.

T: Can you describe her?

Ms. White: Um-hmm, a lady, she was my complexion. A little low hair cut.

T: A blonde? No?

Ms. White: She had a color in hair - I'm not sure, but she had on glasses.

T: Okay.

Ms. White: It was Tuesday the night they meet with attorneys.

T: Okay. So this statement is false here that says –

Ms. White: I didn't get any refund.

T: - attorney Meriwether issued –

Ms. White: And that's my fault for not reading that.

T: - me a partial refund and I've retained the services of attorney Dellamano?

Ms. White: That's my fault for reading, because I was just getting off of work and I was trying to hurry up and get to my kids from daycare and I did not read it, that's my fault.

T: Did you meet Mr. Dellamano on that day, on Tuesday?

Ms. White: Not on Tuesday, but I've seen him in the office before, but I never acknowledged him, no.

T: Okay.

Mr. Dellamano: We have spoken.

Ms. White: Right.

T: Did he review any of your documents or anything with you?

Ms. White: On that, no. When I actually met - spoken to him, he was just explaining everything I needed, make sure I understand when did I - was filing bankruptcy that was it. That's the only thing he actually ever said.

T: Okay. About how long was your meeting with Mr. Dellamano?

Ms. White: I don't - I don't remember.

T: Okay.

Ms. White: I just remember him going over - make sure that I understand that I was filing bankruptcy, make sure that's what I wanted to do, something like that -

Mr. Dellamano: Um-hmm, um-hmm.

Ms. White: - he stated, but I don't remember how long.

T: About five minutes? Ten minutes?

Ms. White: Probably could have been 10 to 20 minutes. He was just explaining it.

T: Okay.

Ms. White: Cause I had to sign - I think I signed something that he was explaining that I was doing it.

T: Mr. Dellamano, is that your signature on here also?

Mr. Dellamano: Um-hmm.

T: Is that yes?

Mr. Dellamano: Yes.

T: Okay. And has this been filed with the Court?

Mr. Dellamano: Yes.

T: Okay. So this is false.

Mr. Dellamano: No, I - I don't issue the refunds personally.

Ms. White: He didn't - he didn't - he was - when I - when I got that piece of paper he was not there. It was the lady in the front receptionist's office who told me and she explained to me - just explaining to me about - that was my fault I did not read that.

Mr. Dellamano: Um-hmm.

T: Okay.

Ms. White: She was even explaining to me – I thought I was just signing that he was going to be my new attorney representing me on today.

Mr. Dellamano: Um-hmm and her signature would indicate that she read and understood that document.

Ms. White: Right.

T: Mr. Dellamano, let's not attack our client. Okay. Now then –

Ms. White: I am going when I leave here and go get my refund.

T: It says you got a refund. Are you taking that refund and paying Mr. Dellamano?

Ms. White: Is that what I was supposed to - no one told me anything –

T: I don't -

Ms. White: - cause I paid –

T: - I don't know what's going on. I'm asking you, because it says you're employing him, so are you going to be employing Mr. Dellamano?

Ms. White: Is that what – no one told me anything. Is that what that –

Mr. Dellamano: There shouldn't be any additional payment that you have to make.

Ms. White: Okay.

T: I don't know at this means. It says attorney Meriwether has issued me a partial refund and I've retained the services of attorney Dellamano.

Ms. White: I thought the money would go over to them – to you anyway.

Mr. Dellamano: There shouldn't be – there shouldn't be any additional monies that you have –

T: Okay.

Mr. Dellamano: - to pay.

Ms. White: Okay.

T: The 2016 that was filed, do you have it, your 2016 when you entered your appearance?

Mr. Dellamano: I have it here.

T: May I see it, please.

Mr. Dellamano: Oh, I think – I thought it was over with all of the documents there.

T: Maybe it is. So this says that you've agreed to accept \$100 and that you've received \$100.

Mr. Dellamano: If so I have not –

T: Let's just – let's just start with the first one.

Mr. Dellamano: Um-hmm.

T: For legal services I have agreed to accept \$100.

Mr. Dellamano: Um-hmm.

T: Is that yes?

Mr. Dellamano: Yes.

T: Your second statement is part of the filing of this statement I have received \$100.

Mr. Dellamano: Um-hmm.

T: Is that yes?

Mr. Dellamano: Yes.

T: Have you received \$100?

Mr. Dellamano: That would be taken out from the refund that we would have been given her. I have not been handed \$100, because we have not completed our representation.

T: Let's go – let's go back to the beginning. Number one, pursuant to 11 U. S. C. Section 329(a) and Federal Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named Debtor and that compensation paid to me within one year before the filing of the Petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the Debtor in contemplation of or in connection with the bankruptcy case is as follows: Number one, for legal service, I have agreed to accept \$100.

Mr. Dellamano: Um-hmm.

T: That's a yes?

Mr. Dellamano: Yes, that is a yes. I have not -

T: Number two –

Mr. Dellamano: - completed my services.

T: - prior to the filing of this statement I have received, it says \$100, balance due zero.

Mr. Dellamano: Um-hmm.

T: Okay.

Mr. Dellamano: I have not been paid that \$100.

T: So the balance due should be \$100?

Mr. Dellamano: I guess it could be, but –

T: Okay.

Mr. Dellamano: - I have not received it yet, so I have not –

T: Number two, it says zero of the filing fee has been paid.

Mr. Dellamano: That would be incorrect.

T: Has the filing fee been paid by you?

Mr. Dellamano: Me personally, no.

T: Has it – who paid the filing fee?

Mr. Dellamano: I – I – well, if it hasn't been paid who's paid it?

T: This isn't my form, it's your form.

Mr. Dellamano: I understand then it has - if it says it has not been paid then it has not.

T: Number three, it says the Court – the source of the compensation paid to me was and you marked Debtor. Is that correct?

Mr. Dellamano: The compensation I'm receiving is from the Debtor.

T: Is from the Debtor, so the Debtor is going to be - has paid you \$100 is what this says.

Mr. Dellamano: I have not received that \$100, because I have not completed services for this Debtor.

T: Ms. White, it's your understanding that you owe Mr. Dellamano \$100 for being here today?

Ms. White: No.

T: Okay. Now then –

Ms. White: But –

T: - the source of the compensation to be paid to me is it says the Debtor. Number five, I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm. Mr. Dellamano, are you sharing money with someone other than a member of your law firm?

Mr. Dellamano: No.

T: Okay. And you signed this today, December the 18th?

Mr. Dellamano: I signed that document after I filed it and printed it.

T: And that you filed it today?

Mr. Dellamano: Yes.

T: All right. Okay. Ms. White, I need a telephone number from you. Okay. My boss may need to talk to you. What's your number?

Ms. White: It's 314-(redacted).

T: (telephone number redacted.) Thank you very much.

Ms. White: Is it – is it filed? Do I have to -

T: I will conclude your meeting. My boss may have some questions for you. Okay.

Ms. White: Okay.

T: The State of Missouri may have some questions for you. All right. Thank you very much.

Ms. White: Thank you.

Attachment 127

Order Referring Dellamano's Misconduct to the OCDC, the Attorney Registration
& Disciplinary Commission of the Illinois Supreme Court, and the District Court,
entered in *In re Dellamano*

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

In re:	§	Misc. Case No. 15-0402
	§	
Robert Dellamano,	§	Matter of Court Business
	§	
Attorney.	§	

REFERRAL

The Court will refer the misconduct of attorney Robert J. Dellmano, as established in this Miscellaneous Proceeding and in other matters recently presented to the Court, to the Missouri Supreme Court's Office of Chief Disciplinary Counsel, the Attorney Registration & Disciplinary Commission of the Illinois Supreme Court, and the U.S. District Court for the Eastern District of Missouri. The Court will make these referrals for any discipline that those authorities may determine to be proper, in light of the fact that the now-suspended Dellamano has participated in unprofessional conduct before this Court and systematically conducts the practice of law in the state of Missouri without holding a license to practice law in the state of Missouri. These referrals are in addition to any discipline imposed by this Court; they are not in substitution for any discipline imposed by this Court. Nothing herein shall deprive this Court of its authority to discipline Dellamano as appropriate, pursuant to statute, case law, local rules, and the Court's inherent authority to discipline attorneys.

DATED: January 6, 2016
St. Louis, Missouri 63102
mtc


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

COPIES TO:

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

Robert J. Dellamano
Attorney at Law
100 S. 4th St., Ste. 550
St. Louis, MO 63102

Attachment 128

Order Imposing Additional Suspension Terms Upon Dellamano and Referring
Dellamano's Activities to the OCDC, the Attorney Registration & Disciplinary
Commission of the Illinois Supreme Court, and the District Court,
entered in *In re Dellamano* and *In re White*

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

In re:	§	Case No. 15-MISC-0402
	§	
Robert J. Dellamano,	§	Matter of Court Business
	§	
Debtor.	§	

**ORDER PROVIDING ADDITIONAL TERMS FOR REINSTATEMENT
FROM SUSPENSION**

On December 18, 2015, attorney Robert J. Dellamano, of the “bankruptcy services” business known as “Critique Services” (the “Critique Services Business”), was suspended from the privilege of practicing before this Court until March 7, 2016, for the making of false statements in documents filed with the Court on December 16, 2015. The terms of his suspension are set forth in the Notice of Suspension and the Final Order of Suspension entered in this Miscellaneous Proceeding [Docket Nos. 17 & 23]. Now, based on Dellamano’s making of other, additional false statements in connection with *In re Jessica White* (15-48556), the Court orders that Dellamano’s reinstatement from his suspension be made contingent on certain additional terms, set forth herein.

I. BACKGROUND

On November 12, 2015, attorney Dean D. Meriwether of the Critique Services Business filed a petition for bankruptcy relief for Jessica White (“Debtor White”), thereby commencing *In re Jessica White* (Case No. 15-48556 Docket No. 1). Also on that date, the Court entered an Order [Docket No. 4], setting the statutorily required § 341 meeting of creditors for December 18, 2015. However, on December 7, 2015, in *In re Leander Young* (Case No. 15-44343), Meriwether was suspended from the privilege of practicing before this Court until March 7, 2016, for client abandonment, the unauthorized practice of law, and making false and misleading statements. Meriwether did not file a notice of appeal from his suspension order.

On December 18, 2015, sometime after 10:00 A.M. but before 4:33 P.M., Debtor White’s § 341 meeting was held. Dellamano—who had been practicing

law and participating in a law business with Meriwether at the Critique Services Business since July 2015, despite not being licensed to practice law in the state of Missouri—appeared as Debtor White’s counsel at the § 341 meeting.

As noted previously, on December 18, 2015, at 4:33 P.M. (after the § 341 meeting), Dellamano was suspended from the privilege of practicing before this Court until March 7, 2016.

On December 22, 2015, the chapter 7 trustee (the “Trustee”) in *In re Jessica White* filed a “Notice of False and/or Misleading Statements in Docket Entries Nos. 9 and 10” (the “Notice”) [Case No. 15-48556 Docket No. 12], reporting that representations made at the § 341 meeting appeared to show that Dellamano had made false and misleading statements in his Notice of Appearance [Case No. 15-48556 Docket No. 9] and Disclosure of Compensation of Attorney for Debtor [Case No. 15-48556 Docket No. 10] (his “Rule 2016 Statement.”¹).

On December 23, 2015, the Court entered a Show Cause Order in *In re Jessica White* [Case No. 15-48556 Docket No. 13], directing that: (i) the Trustee file a copy of the certified transcript of the § 341 meeting by January 4, 2015; and (ii) Dellamano show cause why sanctions should not be imposed upon him. The Court provided that any written response must be filed by January 7, 2016.²

The Trustee timely filed the transcript of the § 341 meeting (the “Transcript”) [Case No. 15-48556 Docket No. 19]. Dellamano, however, did not file a response to the Show Cause Order or otherwise attempt to show cause why he should not be sanctioned. He did not seek an extension of time to respond. He did not ask to be heard orally. He did nothing.

II. NOTICE

The Show Cause Order was electronically mailed to Dellamano at his email address on record with the Court (robert.dellamano@yahoo.com). It also

¹ The reference is to Federal Rule of Bankruptcy Procedure 2016.

² Dellamano’s suspension did not prohibit him from responding to the Show Cause Order.

was mailed to Dellamano at the Critique Services Business Office (3919 Washington Blvd., St. Louis, Missouri 63108) and at his mailbox address on record with the Court as of December 18, 2015 (100 S. 4th St., Ste. 550, St. Louis, Missouri 63102).

III. ACCEPTANCE OF FACTUAL ASSERTIONS AND THE TRANSCRIPT

Dellamano did not contest any representation in the Notice or any portion of the Transcript. Accordingly, the Court finds credible and accepts as true the Trustee's factual assertions in the Notice. In addition, the Court accepts the Transcript as an accurate and complete transcript of the § 341 meeting.

IV. FACTS

On December 17, 2015, the Debtor White contacted the Trustee. She stated that she has been contacted by the Critique Services Business and had been advised that the § 341 meeting of creditors in her case, scheduled for December 18, 2015, had been canceled. However, the § 341 meeting had not been canceled, and the Trustee advised Debtor White of this fact.

On December 18, 2015, shortly before the § 341 meeting of creditors was scheduled to commence, Dellamano appeared in the meeting room and "reported" that none of Meriwether's clients whose meetings were scheduled for that day would appear, and requested that their meetings be continued.

At the time that Dellamano made this "report," he was not Debtor White's attorney of record. He had not yet filed his Notice of Appearance or his Rule 2016 Statement in *In re Jessica White*. Moreover, it appeared that Dellamano had not even bothered to determine whether Debtor White was present or whether she wanted the continuance he requested on her behalf.

Debtor White was present and she responded to Dellamano's request for a continuance by refusing to consent to a continuance. The Trustee requested that Dellamano and Debtor White determine how they wanted to proceed, and the two excused themselves. When they returned, they advised the Trustee that they would go forward with the meeting. Dellamano advised that he would return after "filing some documents."

Dellamano then went to the Office of the Clerk of Court to file his Notice of Appearance and his Rule 2016 Statement. Dellamano attached to his Notice of Appearance a copy of his Retainer Agreement with Debtor White. The Retainer Agreement provided that, “Attorney Meriwether has issued to me a partial refund and I have retained the services of Attorney Dellamano.” In addition, in his 2016 Statement, Dellamano stated that he had been paid \$100 in compensation, and that the source of that compensation had been the Debtor.

Sometime after 10:00 A.M., Dellamano returned to the § 341 meeting room. The § 341 meeting was held, with Dellamano representing Debtor White. During the meeting, Dellamano provided to the Trustee a copy of his Notice of Appearance and his Rule 2016 Statement.

During the § 341 meeting, the Trustee advised Debtor White that the Retainer Agreement attached to Dellamano’s Notice of Appearance provided that Meriwether had issued to her a partial refund of her fees. The Debtor White disputed that assertion: “I didn’t get any refund. I requested for a refund back.”

Incredibly, in response to this statement by his client, Dellamano then proceeded to **throw his own client under the bus.** The portion of the transcript involving Dellamano’s response to his client’s claim that she did not receive a refund was an exercise in client abuse and abandonment, conducted by Dellamano for the sole purpose of trying to save his own rear end.

Instead of making any effort to protect or counsel his client, Dellamano attacked her—on the record, in front of the Trustee. He accused Debtor White: “You signed that piece of paper.” When Debtor White—flustered by the situation, but clear in her contention—reiterated that she did not receive a refund, Dellamano (without any concern that further discussion on the record might not be in his client’s best interests) persisted: “Did you read that document?” When Debtor White then—once again—stood her ground and insisted, “No one gave me no refund,” Dellamano demanded (in what appears to have been a sneering response): “Did you read that document before you signed it? No?”

As the § 341 meeting wore on, Debtor White’s testimony revealed that Dellamano had failed to provide to his client any counsel regarding the Retainer

Agreement and failed to review her documents with her. Debtor White explained that Dellamano was not even present when she was given the Retainer Agreement to sign. She stated that “the lady in the front receptionist’s office” “explained” it to her. Debtor White stated that, when she signed the Retainer Agreement, she “thought [she] was just signing that he [Dellamano] was going to be my new attorney . . .” Dellamano then *blamed his client for signing the document that he had prepared for her and had office staff instruct her to sign*, proclaiming: “Her signature would indicate that she read and understood the document.” That is, in an attempt to make himself look less culpable, Dellamano *insisted that his client knowingly signed a false document that he later filed with the Court in support of his appearance*.

Moreover, the disrespectful demeanor with which Dellamano had been conducting himself toward his client is revealed in the transcript. The situation became so bad that the Trustee—an attorney well-known for her professional decorum and restraint, but who would not have allowed her § 341 meeting to become a forum for abuse of a debtor—felt compelled to step in, admonishing Dellamano: “Mr. Dellamano, let’s not attack our client.”

V. ANALYSIS OF FALSE STATEMENT IN THE RETAINER AGREEMENT

The making of the false representation in Dellamano’s Notice of Appearance by way of the Retainer Agreement is *entirely the fault of Dellamano*. Dellamano had the agreement prepared. Dellamano had the agreement provided to the Debtor for her signature. Dellamano failed to counsel Debtor White before she executed the agreement. Dellamano failed to do any due diligence whatsoever regarding the facts asserted in the agreement. And, Dellamano blamed his own client for the results of his inexcusable lawyering. At every step, without exception, Dellamano did everything wrong—professionally and ethically—related to the Retainer Agreement, and even now, he accepts no responsibility for his actions. His complete disregard of his client’s interests is professionally reprehensible and boundlessly narcissistic.

VI. ANALYSIS OF FALSE STATEMENT IN THE RULE 2016 STATEMENT

The Transcript also shows that Dellamano lied about whether and how he was paid—and he certainly can't blame his client for that false statement. In his Rule 2016 Statement that he prepared and signed, Dellamano stated that he received \$100 in compensation from Debtor White. However, when the Trustee sought to confirm the source of the \$100, Dellamano stated that the \$100 "would have been" taken out of Debtor White's refund. However, Debtor White was not issued a refund—so, that statement couldn't have been true. Then, once he got inextricably ensnared in his own web of infidelity to the facts, Dellamano eventually admitted that, in fact, he had never received the \$100 from Debtor White, or from anyone else. Dellamano's false statement on this point shows that, once again, Dellamano made no effort to ascertain the truthfulness of his assertions about something as important as his client fees.

Moreover, Dellamano's testimony indicates that, since Meriwether's suspension, the persons at the Critique Services Business have simply been moving money amongst themselves. Meriwether is not returning unearned fees to his clients (despite the entry of numerous orders for disgorgement of unearned fees that have been entered in cases filed by Meriwether). Meanwhile, the Critique Services Business has its clients sign falsified Retainer Agreements stating that a partial refund had been made—then treats a portion of the fees collected by Meriwether as a fee paid to Dellamano. Who knows where all that cash is or who is holding it. It is clear, however, that the fees aren't being refunded to clients.

VII. DIRECTIVE

Dellamano, either personally or through an agent at the Critique Services Business, lied to Debtor White, by falsely advising that the § 341 meeting of creditors was canceled. Dellamano lied to the Trustee about Debtor White just prior to the commencement of the § 341 meeting, by falsely advising that Debtor White would not be appearing and that she wanted a continuance of the meeting. Dellamano lied to the Court in his Notice of Appearance, by falsely representing that Debtor White received a refund from Meriwether. Dellamano lied again to

the Court in his Rule 2016 Statement, by falsely stating that he received \$100 in compensation from Debtor White. And Dellamano lied at the § 341 meeting, by falsely insisting that he had been paid \$100 in compensation from Debtor White, and by falsely stating that he had obtained \$100 in compensation from the fees paid to Meriwether. In addition, at the § 341 meeting, Dellamano shamefully attempted to pin the fault for his unprofessional behavior on his own client, repeatedly trying to solicit from her an “admission” that she had read the Retainer Agreement, and by implying that she was responsible for the false document that he had prepared for her signature.

As noted previously, Dellamano currently is suspended (not ironically, for making false statements to the Court). The Court has little confidence that Dellamano will emerge from his current suspension a new, honest attorney. He certainly has made no effort to do so, thus far. He holds the keys to the prison of his suspension in his pocket: under the terms of his suspension, the suspension will be lifted if Dellamano provides certain disclosures about his business. Dellamano has not provided these disclosures and has made no suggestion that he ever intends to provide these disclosures. He has made no effort to be honest with the Court about how he does business. The circumstances of *In re Jessica White* only further confirm that Dellamano cannot be trusted to be an honest practitioner in his dealings with his clients, other attorneys, or this Court.

For these reasons, the Court **ORDERS** that the reinstatement of Dellamano’s current suspension be made contingent—in addition to all the terms set forth in the Final Order of Suspension entered on December 21, 2015—upon Dellamano establishing to the Court’s satisfaction that he can be trusted not to make false statements. To do this, Dellamano must:

- (i) attend fifteen hours of in-person coursework (not through the internet or some other remote course) in continuing legal education, specifically in **LEGAL ETHICS**, and provide evidence of the completion of this coursework to the Court;

- (ii) provide to the Court a detailed plan setting forth how he will operate his business in the future, such that the making of false statements by himself, or any agent of his, may be avoided; and
- (iii) agree that, if in the future, he is found to have knowingly made, or to have knowingly allowed to be made on his behalf, a materially false or misleading statement to his client, a case trustee, the Court, or any person within an office at the Department of Justice, concerning any case before this Court, he will agree to an **immediate six month suspension** from the privilege of practicing before this Court.

A copy of this Order will be provided to the Missouri Supreme Court's Office of Chief Disciplinary Counsel, the Attorney Registration & Disciplinary Commission of the Illinois Supreme Court, and the U.S. District Court for the Eastern District of Missouri, in support of the referrals already being made to those authorities, as set forth in the Referral entered in this Miscellaneous Proceeding on January 6, 2016.

DATED: January 8, 2016
St. Louis, Missouri 63102
mtc


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

COPIES TO:

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Robert J. Dellamano
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100 S. 4th St., Ste. 550
St. Louis, MO 63102

Attachment 129

Directive to Mayweather to provide copies of written contracts,
entered in *In re Mayweather*

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

In re:	§	Case No. 16-_____
	§	
Renee Mayweather,	§	Business of the Court
	§	
Enjoined Person.	§	

ORDER

The Court **ORDERS** Renee Mayweather, a person subject to a permanent injunction of this Court entered in 2007, to file copies of written employment contracts and an affidavit, as set forth herein.

I. BACKGROUND

Renee Mayweather is the office manager at the notorious “bankruptcy services” business known as “Critique Services” (the “Critique Services Business”). She and the business’s highly disreputable owner, Beverly Holmes Diltz, are long-time cohorts in running the Critique Service Business. Neither Mayweather nor Diltz are attorneys.

As the Court has explained in prior orders,¹ the Critique Services Business is a massive rip-off operation, preying upon low-income, minority persons in the metropolitan St. Louis, Missouri area. One of the places of the operations of the Critique Services Business is 3919 Washington Blvd., St. Louis, Missouri (the “Critique Services Business Office”), although operations also may be occurring at other locations as well. Clients come to the Critique Services Business seeking assistance with the filing of a bankruptcy case, and they are promised cheap legal representation. However, the Critique Services Business is deliberately designed not to provide any meaningful legal services. The business pockets the client’s cash and then fails to provide legal services. The “services” that are provided are performed by unqualified non-attorney staff persons. The business of the Critique Services Business is the unauthorized practice of law; its

¹ The facts in this Background portion have been established by the records of this Court, the records of the U.S. Bankruptcy Court for the Southern District of Illinois, and in other cases before this Court.

victims are the working-poor.

Diltz, the owner and operator of the Critique Services Business, been running bankruptcy services scams in this District and just across the Mississippi River in East St. Louis for the better part of two decades. She has been repeatedly sued by the U.S. Trustee (the "UST"), both in this District and in the Southern District of Illinois, for her unlawful and unprofessional business activities, including for the unauthorized practice of law. In 2003, her operations in East St. Louis were completely shut down after the UST for Region 10 obtained an injunction from the U.S. Bankruptcy Court for the Southern District of Illinois, permanently barring her from operating a bankruptcy services business in that District ever again.

The Critique Services Business always has one or two attorneys affiliated with its operations (the "Critique Services Attorneys"). Since 2001, the Critique Services Attorneys have been brought into the Critique Services Business by way of a contractual relationship with either Critique Services L.L.C. or Critique Legal Services L.L.C., two limited liability companies owned by Diltz. However, they are dummy-attorneys; their involvement in the business is just part of the scam. The job of the Critique Services Attorneys is not to practice law. Their real job is to rent-out their signatures and bar card numbers, which are affixed to legal documents prepared by non-attorney staff persons, to give the cosmetic appearance that legal services have been rendered. *See, e.g., In re Latoya Steward* (Case No. 11-46399); *In re Arlester Hopson* (Case No. 14-43871); *In re Leander Young* (Case No. 11-44343).

The lengthy history of the suits, injunctions, sanctions, suspensions, and disbarments related to the Critique Services Business and its affiliated persons is set forth in various other Court orders; it does not need to be detailed yet-again here. It suffices to note: Diltz has been repeatedly sued by the USTs for Regions 10 and 13, and enjoined from the unauthorized practice of law and from serving as a bankruptcy petition preparer in this District; **all but one attorney who has ever worked at the Critique Services Business has been suspended or disbarred for his actions while at the business**; in 2014, Critique Services

Attorney James C. Robinson “d/b/a Critique Services L.L.C.” was monetarily sanctioned for refusing to make discovery related to the business’s operations, and Robinson ultimately was suspended as a result of his contempt and abuse in that case; in 2015, two Critique Services Attorneys, Dean D. Meriwether and Robert J. Dellamano, were suspended for various acts of professional malfeasance and dishonesty; and, currently, there are two separate proceedings before this Court, *In re Evette Nicole Reed, et al.* (Lead Case No. 14-44818), and *In re Terry L. and Averil May Williams, et al.* (Lead Case No. 14-44204), in which Critique Services L.L.C. and its affiliated persons are the subject of allegations of the unauthorized practice of law and professional malfeasance.

Mayweather is no exception. She has been sued by the UST for Region 13 for the unauthorized practice of law and for violations of the Bankruptcy Code’s regulations on bankruptcy petition preparers. In *Nancy Gargula, UST v. Beverly Holmes Diltz, et al.* (Case No. 05-4254), the Court entered an order [*Gargula v. Diltz, et al.* Doc. No. 84] (the “2007 Injunction”), directing that Mayweather be “permanently enjoined from the unauthorized practice of law and law business in and from the State of Missouri.” The Court also ordered that Mayweather be prohibited from providing any bankruptcy services to the public, except under very specific circumstances:

[Mayweather] may only engage in providing bankruptcy services to the public as an employee under written contract with an attorney or business organization whose primary business is the practice of law. She agrees that she is permanently enjoined from engaging in bankruptcy document preparation services on behalf of Defendant Diltz and Her Interests.

The 2007 Injunction was permanent and remains in force today.

II. FACTS AND RECENT EVENTS

Recently, facts and events have come to the Court’s attention that give the Court cause to believe that Mayweather may be violating the 2007 Injunction:

- In *In re Leander Young*, it was established that Mayweather falsely advised the *Young* debtor that a legal disposition in his case was due to the hostility of the undersigned judge toward the Critique Services Business. (The *Young* debtor’s case had suffered numerous problems

because Meriwether and the Critique Services Business had so badly mismanaged the debtor's case that it was dismissed. The *Young* debtor did not believe Mayweather's obviously false story, and told her so.) *Providing analysis and evaluation (whether false or accurate) to a legal client regarding his legal circumstances and the legal basis for a judicial determination constitutes the practice of law.*

- In *In re Keisha Renita White* (Case No. 15-45524), at the January 12, 2016 hearing, the debtor credibly testified that she was told by the Critique Services Business Office staff that Mayweather was “in charge” and that Mayweather was the person who filed cases. *Being in charge of a bankruptcy services business and being the primary client-contact person at such a business constitutes “providing bankruptcy services to the public.”*
- In *In re Elainna Doray Hudson* (Case No. 15-40826), at the January 12, 2016 hearing, the Debtor credibly testified that it was Mayweather who filed her case. *Filing a bankruptcy petition constitutes “providing bankruptcy services to the public.”*
- In *In re Sylvia Scales* (Case No. 14-49828), the transcript of the § 341 meeting shows that Critique Services Attorney Meriwether admitted that Diltz and Mayweather are his bosses at the Critique Services Business. That is: Meriwether—an attorney—works for a couple of non-attorneys and takes his directions from them, not the other way around. Meriwether also explained that no non-attorney staff persons at the Critique Services Business are his employees. *Being the “boss” of an attorney who provides bankruptcy law services to the public constitutes “providing bankruptcy services to the public.”*
- In *In re Scales* and also in *In re Reed*, there has been significant evidence establishing that Mayweather is the person who collects and handles the clients' fees paid for the attorney's services—including by Meriwether, a Critique Services Attorney. The Critique Services Attorneys are not involved with the collection and handling of their own fees; collection and

handling of the fees is done exclusively by non-attorney staff persons, overseen by Mayweather as the office manager. At numerous court hearings and in various motions to disgorge attorney's fees, Mayweather has been repeatedly identified by Critique Services Business debtors as the person who collects the fees. *The collection and handling of attorney's fees paid for legal representation in a bankruptcy case constitutes "providing bankruptcy services to the public."*

- On December 18, 2015, Mayweather and Dellamano showed up together at the Clerk's Office, and asked if Mayweather could file legal documents for Dellamano on the Clerk's Office computer banks.² They apparently just expected the Clerk's Office to allow Mayweather to use its computers to "engage in providing bankruptcy services to the public" on the assumption that Mayweather would not be violating the 2007 Injunction. However, the Clerk's Office—well-aware of the 2007 Injunction as well as the considerable history of misconduct committed by those affiliated with the Critique Services Business—refused to allow Mayweather to use its computers unless she had written authority from the Judge to do so. When the two were told that they had to obtain such written authority from the Judge, they left and did not return. *Using the Clerk's Office computers to file documents on behalf of an attorney constitutes "providing bankruptcy services to the public."*

III. ANALYSIS

The Court has personal jurisdiction over Mayweather related to enforcement of its injunction against her. The Court has subject matter jurisdiction over the issue of whether a party is violating an injunction entered

² At the time they came to the Clerk's Office, Dellamano was suspended from remotely accessing the Court's CM-ECF filing system. However, he had not yet been suspended from practicing law before the Court (that would come later that same day). At the time he and Mayweather showed up in the Clerk's Office, he could represent clients, but if he wanted to file a document in any case, he had to file it in person, at the Clerk's Office. Later on December 18, 2015, Dellamano was suspended from practicing before the Court until March 7, 2016, for making false statements in documents he filed with the Court.

against her. The Court has the authority to enforce its own injunctions. If Mayweather is violating the 2007 Injunction, it is proper that the Court address those violations, to prevent Mayweather from harming debtors who come before this Court. This matter is raised via a Miscellaneous Proceeding, rather than myopically, through one or two cases. If Mayweather is violating the 2007 injunction, the effects of her violation would be felt throughout hundreds of cases before this Court—every case in which a Critique Services Attorney is or has been the attorney of record.

III. DIRECTIVES

The Court **ORDERS** Mayweather to file in this Miscellaneous Proceeding, no later than **12:00 P.M. on Friday, February 19, 2016**:

- (1) a copy of any contract with Meriwether or Dellamano that Mayweather (a) now has, or (b) had at any point after the entry of the 2007 Injunction;
- (2) a copy of any contract that Mayweather now has with **any** other attorney practicing in this District, regardless of whether that attorney practices at the Critique Services Business Office address;
- (3) a copy of any contract with **any** organization whose primary business is the practice of law that Mayweather (a) now has, or (b) had at any point after the entry of the 2007 Injunction; and
- (4) an affidavit in which Meriwether attests to (a) the name and address of **any** attorney, and (b) the name of **any** business organization whose primary business is the practice of law, for whom she now provides, or at any point since the entry of the 2007 Injunction has provided, **any** sort of bankruptcy-related services, including but not limited to, services in the form of office management, document preparation, document filing, fee collection, fee handling, client in-take, and client communications regarding bankruptcy matters and cases—regardless of whether those services were performed on a part-time, full-time, occasional, or one-time basis, and regardless of whether those services were

for free or for compensation, and regardless of whether Meriwether had a contract with such attorney or business.

These documents are necessary for the Court to evaluate whether show cause orders or other actions may be necessary related to Mayweather's compliance with the 2007 Injunction, in light of the facts and events described herein. Mayweather may file any contracts under protective status, such that the contracts will not be publicly viewable, but will be viewable on the Court's CM-ECF system only to Chambers and Clerk's Office staff.

The Court gives **NOTICE** that, should Mayweather fail to comply with this Order, or should her affidavit be non-credible, the Court may impose sanctions, issue directives, or take other action, under § 105(a) or any other authority that may be available to the Court. In addition, upon consideration of whatever Mayweather may file, the Court may issue other orders or directives, as may be appropriate and necessary.

DATED: February 16, 2016
St. Louis, Missouri 63102
mtc


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

Copies via overnight mail service:

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

Renee Mayweather
Law Office of Teresa M. Coyle
1221 Locust Street
St. Louis MO 63103

Attachment 130

Response to Show Cause Order, filed in *In re Mayweather*

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

RECEIVED+FILED

2016 FEB 29 PM 4: 18

In:)
Renee Mayweather)
Debtor(s))
)
)
)
)
)
)
)

Case No.: 16-00401
Chapter 13

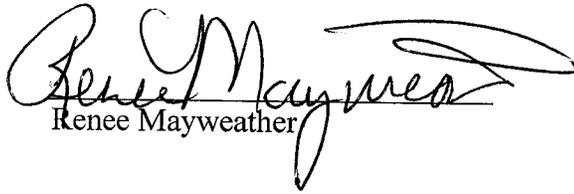
LRK.US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI

**RESPONDENT RENEE MAYWEATHER'S RESPONSE IN COMPLIANCE
WITH THE ORDER OF COURT OF FEBRUARY 16, 2016**

Comes Now Respondent Renee Mayweather and files with this Court the contracts requested by this Court at **III DIRECTIVES**, paragraphs (1) (2) and (3). As to **III DIRECTIVES**, paragraph (4), said request is directed at a third party and Respondent Renee Mayweather has been unable to obtain such an affidavit.

Dated:

2/29/16


Renee Mayweather

Attachment 131

Contracts attached to Response to Show Cause Order

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, and 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.

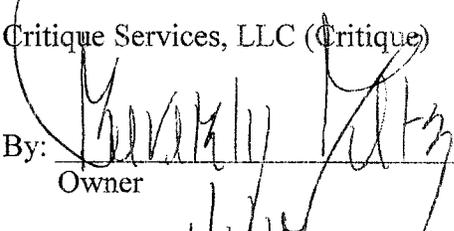
X. Severability and Survival of terms.

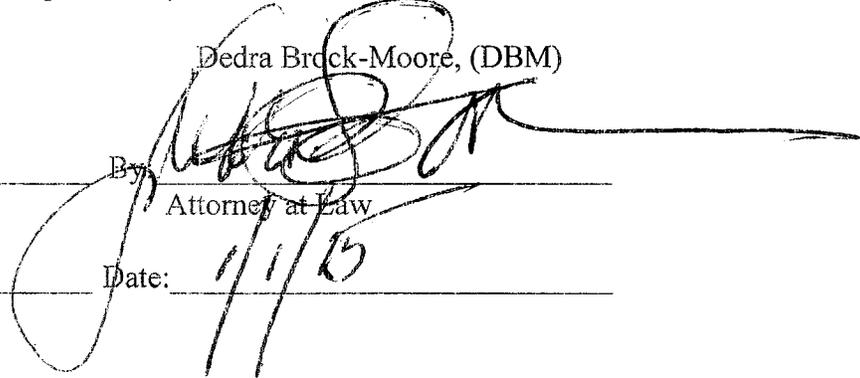
If any part of the Contract is determined to be invalid or unenforceable, all other parts shall remain valid. The terms of this paragraph and paragraphs 5 through 9 shall survive and be enforceable subsequent to the cancellation or termination of the Contract.

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)

Dedra Brock-Moore, (DBM)

By: 
Owner

By: 
Attorney at Law

Date: 1/1/15

Date: 1/1/15

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, and 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: [Signature]
Owner

By: [Signature]
Attorney at Law

Date: 10/10/14

Date: 10/6/14

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.

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, and agree to be bound by, all provisions 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, 2003 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;

Attachment 132

Petition for Writ of Prohibition, filed by Mayweather, in the Eighth Circuit

IN THE UNITED STATES COURT OF APPEALS FOR THE
EIGHTH CIRCUIT

FILED

FEB 29 2016

MICHAEL GANS
CLERK OF COURT

In re: Renee Mayweather,)
)
 Renee Mayweather,) Case No: 16-1521
 Petitioner)
 v.)
)
 Charles E. Rendlen III, United)
 States Bankruptcy Judge,)
 Respondent.)

PETITION FOR WRIT OF PROHIBITION

COMES NOW Petitioner, Renee Mayweather, pursuant to 28 U.S.C. §1651(a), and 28 U.S.C. §1331, and petitions this Court for a writ prohibiting Judge Charles E. Rendlen, III from issuing a final order barring Petitioner from performing services authorized pursuant to the terms of the Consent Order executed and entered by the Honorable Kathy Surratt-States in In Re Hardge, Case Number 05-43244 on July 31, 2007. In support of his Petition for a Writ of Prohibition, Petitioner states:

The Issues Presented

1. This Court has subject matter jurisdiction of this Petition pursuant to 28 U.S.C. §1331 inasmuch as this Petition raises federal questions under the laws and Constitution of the United States.
2. On February 16, 2016 Judge Rendlen entered an Order advising Petitioners that he intended to impose a sanction upon Petitioners. In re Renee Mayweather, Business of the Court No 16-00401
3. On February 19, 2016, Petitioners filed a Motion To Recuse Judge Rendlen which was denied the same day.

RECEIVED

FEB 29 2016

U.S. COURT OF APPEALS
EIGHTH CIRCUIT

4. Petitioners are entitled to a writ of prohibition because Judge Rendlen proposes to preside over proceedings involving Petitioners in violation of 28 U.S.C. Section 455(a) and (b). In addition, Judge Rendlen's threatened bar of the right of Petitioners right to act pursuant to the Consent Order of Judge Surratt-States is without any jurisdictional basis.

5. Although Judge Rendlen has not yet entered a final order, the issuance of a writ of prohibition is appropriate because the Order of Judge Rendlen provides a credible threat that such an order is imminent. *See, Berry v. Schmidt*, 688 F.3d 290, 296-7 (6th Cir. 2012). *See, also, Keller v. City of Fremont*, 719 F.3d 391 (8th Cir. 2013)("a party facing prospective injury can sue where the threatened injury is real, immediate, and direct").

6. A copy of the Order of Judge Rendlen , as well as other relevant portions of the record below are included in the Appendix.

Facts Pertinent to the Petition for a Writ of Prohibition

1. In Adversary Case Number 05-04254, filed August 11, 2005. Judge Rendlen – then United States Trustee- prosecuted an adversary proceeding against Petitioners which sought to enjoin Petitioner from performing services on behalf of persons seeking to file bankruptcy.

2. In Adversary Case Number 05-04254, filed on August 11, 2005, Unites States Trustee Judge Rendlen filed an additional adversary proceeding where he again sought to close the office of Critique Services, LLC.

3. On May 23, 2006, this Court appointed United States Trustee Rendlen to serve as a Bankruptcy Judge in the United States Bankruptcy Court for the Eastern District of Missouri.

4. On July 31, 2007, United States Trustee Nancy Gargula (the successor to United States Trustee Rendlen) and the Honorable Kathy A. Surratt-States executed a Settlement Agreement and Court Order which allowed Petitioners perform services consistent with the Order. This Order was entered in Adversary Case Number 05-04254.

5. On February 16, 2016, Judge Rendlen issued an Order To Show Cause for why Petitioner should not be permanently enjoined from performing the services permitted in the Consent Order executed and entered by the Honorable Kathy Surratt-States.

The Reasons Why the Writ Should Issue.

I.

Judge Rendlen Must Recuse Himself From Further Adversary Proceeding Involving Petitioners Pursuant to 28 USC Section Section 455(a) and (b)

As indicated, Judge Rendlen was a U.S. Trustee before being appointed as a Bankruptcy Judge. As a U.S. Trustee, he brought two proceeding where he was a party opponent to Petitioners. In addition, Judge Renden has admitted that, in his capacity as United States Trustee, he received various complaints about Critique Services, LLC, a firm which Petitioner has been associated. However, Judge Rendlen has never revealed the substance of these complaints and has never disclosed the personal knowledge he may have obtained concerning Petitioner as a result of the investigation of such

complaints. This extrajudicial knowledge of Judge Rendlen has not been made a part of the record and is unavailable to this Court

Under 28 U.S.C. §455(a), a court should recuse itself if its impartiality might reasonably be questioned by an objective, neutral observer. Lunde v. Helms, 29 F.3d 367 (8th Cir. 1994); In re: Chevron USA, Inc., 121 F.3d 163 (5th Cir. 1997). As the Supreme Court emphasized, the intent behind this statute is to avoid what might appear to be a court that favors one party in litigation over another. U.S. v. State of Alabama, 828 F.2d 1532 (11th Cir. 1987); see also, Anderson v. State of Missouri, 402 S.W.3d 86 (Mo. 2013) (recusal based on the appearance of partiality). When there is no record, the party opposing the use of the information cannot obtain appellate review. U.S. v. State of Alabama, supra; In re: Brooks, 383 F.3d 1036 (D.C. Cir. 2004).) An objective, neutral observer would certainly question the impartiality of a judge who would purport to preside over a party who has been the subject of two pieces of litigation where the judge served as the party opponent to the party.

Indeed, this Court is presently considering the precisely the same issue involving recusal and Petitioners and Judge Rendlen in In Re Latoya Staward, Appeal No. 15-1857, argued to the Court in January, 2016. Petitioner submits that the better course of action for Judge Rendlen was to await an imminent ruling of this Court before initiating additional litigation between the same parties. In any event, Section 455(a) clearly prohibits Judge Rendlen attempting to act as an impartial judicial officer when he has initiated and prosecuted an action against Petitioner as a plaintiff.

II.

Judge Rendlen's Has No Jurisdiction To Enforce The The Order Entered by Another Judge.

In *Klett v. PIM*, 965 F.2d 587, 591 (8th Cir. 1992) and *Wilson v. United States*, 26 F.2d 215, 218 (8th Cir. 1928), this Court held that a federal court cannot impose sanctions, such as contempt, for violation of another court's order. See, e.g., *Thomas v. General Motors Corporation*, 522 U.S. 222, 236 (1998) ("Sanctions for violations of an injunction ... are generally administered by the court that issued the injunction."); *The Lubrizol Corporation v. Exxon Corporation*, 871 F.2d 1279, 1290 (5th Cir. 1989) (*quoting Dunham v. United States*, 289 F. 376, 378 (5th Cir. 1923)) ("We have held that, 'It is the Court whose judgment or order has been defied which must try the contempt and pronounce judgment.'"); *Stiller v. Hardman*, 324 F.2d 626, 628 (2d Cir. 1963) ("Violation of an injunctive order is cognizable in the court which issued the injunction, regardless of where the violation occurred.")

As a general principle of law, only the court which issues an injunction has the authority to enforce it. The rationale for this rule is articulated by the Fifth Circuit Court of Appeals in *Waffenschmidt v. McKay*, 763 F.2d 711 (5th Cir. 1985): Enforcement of an injunction through a contempt proceeding must occur in the issuing jurisdiction because contempt is an affront to the court issuing the order. See, e.g., *Leman*, *supra*, 284 U.S. at 452, 52 S.Ct. at 240 (Disobedience constituted contempt of the court which entered the decree....); *Wilson v. United States*, 26 F.2d 215, 218 (8th Cir.1928); *Bedgood v. Cleland*,

554 F.Supp. 513, 517 (D. Minn. 1982).[T]he power of a court to make an order carries with it the equal power to punish for a disobedience of that order, and the inquiry as to the question of disobedience has been, from time immemorial, the special function of the [ordering] court.... To submit the question of disobedience to another tribunal, be it a jury or another court, would operate to deprive the proceeding of half its efficiency.... [T]he sole adjudication of contempts, and the punishments thereof [belong] exclusively ... to each respective court. In re Debbs, 158 U.S. 564, 594-95, 15 S.Ct. 900, 910, 39 L.Ed. 1092 (1895).

If Judge Rendlen is permitted to assume jurisdiction over Judge Surratt-States' Order, Petitioner may be subject to different interpretations of the terms of the Consent Order. Petitioner may then be put in the untenable position of attempting to comply with differing Orders from two judges. This should not be permitted.

Petitioner has No Adequate Remedy

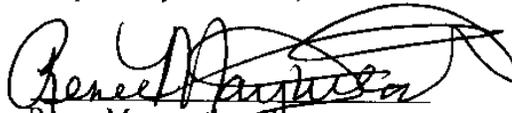
Petitioner has no adequate remedy at law. Petitioner's right to an impartial judge, as codified at 28 USC Section 455, has meaning only when the hearing itself is fair, and free from the taint of personal vendetta and prejudice.

IV.

Relief Requested

Petitioner requests an Order from this Court prohibiting Judge Rendlen from entering any final judgment barring Petitioner from performing services authorized pursuant to the terms of the Consent Order executed and entered by the Honorable Kathy Surratt-States in In Re Harge, Case Number 05-43244 on July 31, 2007.

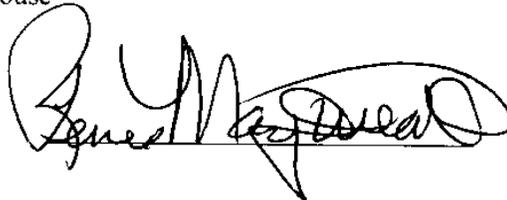
Respectfully submitted,


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

Certificate of Service

By my signature, I certify that on February 29, 2016 I served the foregoing Petition for Writ of Prohibition, along with the Appendix, by hand-delivery upon:

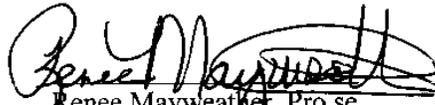
Honorable Charles E. Rendlen III
United States Bankruptcy Court
c/o Dana C. McWay, Clerk, United States Bankruptcy Court
Thomas F. Eagleton U. S. Courthouse
111 South 10th Street, 4th Floor
St. Louis, MO 63102



IN THE UNITED STATES COURT OF THE
EASTERN DISTRICT OF MISSOURI

In re: Renee Mayweather,)
)
 Renee Mayweather,) Case No: _____
 Petitioner)
 v.)
)
 Charles E. Rendlen III, United)
 States Bankruptcy Judge,)
 Respondent.)

APPENDIX



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

Attachment 133

Denial of Petition for Writ of Prohibition of Mayweather,
entered by the Eighth Circuit

**UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT**

No: 16-1521

In re: Renee Mayweather

Petitioner

Appeal from U.S. Bankruptcy Court for the Eastern District of Missouri - St. Louis
(16-00401)

JUDGMENT

Before LOKEN, GRUENDER and KELLY, Circuit Judges.

Petition for writ of prohibition has been considered by the court and is denied. Mandate shall issue forthwith.

March 02, 2016

Order Entered at the Direction of the Court:
Clerk, U.S. Court of Appeals, Eighth Circuit.

/s/ Michael E. Gans

Attachment 134

First Affidavit of Mayweather, filed in *In re Mayweather*

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

RECEIVED + FILED

2016 MAR -4 PM 4: 10

In re:

Renee Mayweather

Enjoined Person

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI - 0

Case No: 16-401-A705

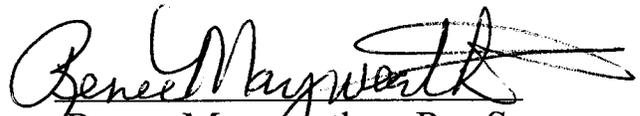
Business of the Court

AFFIDAVIT

I, Renee Mayweather, attest that I have been employed by the following attorneys, under an oral agreement, pursuant to the contracts provided to the Courts on February 29, 2016:

James C. Robinson,
Attorney at Law
3919 Washington Blvd
St. Louis, MO 63108

Dean D. Meriwether,
Attorney at Law
3919 Washington Blvd
St. Louis, MO 63108


Renee Mayweather, Pro Se
3919 Washington Blvd.
St. Louis, MO 63108

Attachment 135

Second Affidavit of Mayweather, filed in *In re Mayweather*

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

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In re:

Renee Mayweather

Enjoined Person

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

Case No: 16-401-A705

Business of the Court

AFFIDAVIT

I, Renee Mayweather, attest that I am not and have not been employed by Attorney Teresa M. Coyle nor the Law Office of Teresa Coyle.

I, Renee Mayweather, have assisted Attorney Dean Meriwether in facilitating the transfer of existing client files to Attorney Teresa Coyle at her office.

I have received no compensation from Attorney Dean Meriwether nor Attorney Teresa Coyle for my assistance in the above mentioned transfer.



Renee Mayweather, Pro Se
3919 Washington Blvd.
St. Louis, MO 63108

Attachment 136

Order Prohibiting Mayweather from Providing Any Bankruptcy Services in this District, entered *in In re Mayweather*

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

In re:	§	Case No. 16-0401
	§	
Renee Mayweather,	§	Business of the Court
	§	
Enjoined Person.	§	

ORDER PROHIBITING RENEE MAYWEATHER FROM PROVIDING SERVICES TO ANY PERSON OR ENTITY, IF SUCH SERVICES WOULD TOUCH UPON OR AFFECT, IN ANY WAY, A BANKRUPTCY CASE THAT HAS BEEN FILED OR IS ANTICIPATED TO BE FILED IN THIS COURT

For the reasons set forth herein, the Court **ORDERS** that Renee Mayweather, a non-attorney and an enjoined person, be further **ENJOINED** and **PROHIBITED**, on an interim basis, from providing any services to any person or any entity, including but not limited to any attorney or any law business, if such services would touch upon or affect, in any way, a bankruptcy case that has been filed in, or is anticipated to be filed in, this Court. The Court will revisit the necessity of this injunction and prohibition following the adjudication of the request for a temporary restraining order (“TRO”) and a permanent injunction recently made by the United States Trustee (the “UST”) in *Casamatta v. Critique Services L.L.C., et al.* (Case No. 16-04025), a matter that is pending before another honorable Judge of this Court.

I. BACKGROUND

Mayweather is the long-time office manager of the “bankruptcy services” scam business operating in St. Louis, Missouri known as “Critique Services” (the “Critique Services Business”). The business targets primarily the working-poor of the metropolitan St. Louis area.¹ The Critique Services Business is a rip-off

¹ See, e.g., *In re Latoya Steward* (Case No. 11-46399); *In re Arlester Hopson* (Case No. 15-14-43871); *In re Leander Young* (Case No. 15-14-44343); *In re Keisha Renita White* (Case No. 15-45524); *In re William Henry Martin III and Lanish Desha Martin* (Case No. 15-47021); *In re Lois Ann Adams* (15-47076); *In re Elaine Doray Hudson* (Case 15-40826); *In re Juan Devon Miller* (Case No.

operation that accepts fees to provide legal services; however, it is deliberately designed to not provide legal services. Although the clients pay for legal representation (by an actual attorney) in their bankruptcy cases, the “legal services” are performed by non-attorney staff persons. Put another way: the real business of the Critique Services Business is the unauthorized practice of law.

The attorneys affiliated with the Critique Services Business amount to human rubberstamps. They provide cosmetic cover for the unauthorized practice of law. The attorneys have little, if anything, to do with the cases or the clients. Their names and bar card numbers are affixed to papers prepared by non-attorney staff persons. They do not meet with the clients before the clients pay for legal services. Sometimes they never meet with the client, period. On the occasions that they do, eventually, meet with the client, the meeting is brief and substantively cursory. Client abandonment is the modus operandi. Communication with the attorneys is made nearly impossible: telephone calls are not answered; telephone messages are not returned; desperate clients, who come into the office to beg for attention to their cases, are told that they cannot meet with an attorney; the non-attorney staff persons solicit false information for inclusion in pleadings; and non-attorney staff persons dispense (often false) legal advice. The non-attorney staff persons even lie to the clients. For example, Mayweather lied to a client regarding the reason for a disposition in his case (*In re Leander Young*), and someone from the Critique Services Business recently contacted clients to falsely advise them that their statutorily required meeting of creditors had been cancelled (see, e.g., *In re Jessica White* (Case No. 15-48556)). Clients have come to court (of course, appearing pro se, because their attorneys from the Critique Services Business did not show up) and have been unable to identify the name, or even the gender, of their attorney of record (see, e.g., *In re Arlester Hopson*). There are inexcusably long delays before the clients’ cases are filed; clients often wait many months for their petition papers to finally be filed with the Court. In short, the Critique Services Business is a phony

15-47865). The Court does not suggest that this is an exhaustive list or that these debtors are the only victims of the Critique Services Business scam.

legal services racket that steals the money of the working-poor—an almost-perfect victim pool, since the working-poor rarely have the time, resources, or familiarity with the legal process to hold anyone accountable for the scam.

The Critique Services Business currently is operated through Critique Services L.L.C., a company owned by non-attorney Beverly Holmes Diltz. Diltz is a convicted felon who served time for fraud. Now she is in the business of duping people in desperate need of bankruptcy relief out of their last few dollars. Over the years, she and her various “Critique”-named businesses have been the subject of orders entered by this Court and by the U.S. Bankruptcy Court for the Southern District of Illinois (the “Illinois Bankruptcy Court”). Diltz has been enjoined from the unauthorized practice of law. In 2003, the Illinois Bankruptcy Court permanently prohibited Diltz from conducting any sort of business that might touch upon any case before that court. In this District, Diltz has been repeatedly enjoined and currently is subject to an injunction prohibiting her from operating as a bankruptcy petition preparer.

Two previously affiliated Critique Services Attorneys have been disbarred by the Missouri Supreme Court. The three Critique Services Attorneys currently affiliated with the business have all been suspended from the privilege of practicing before this Court. Last week, one of those attorneys, Dean D. Meriwether, was suspended by the Missouri Supreme Court from practicing law in this state for one year, for his professional malfeasance while operating as a Critique Services Attorney. In addition, also last week, the newest attorney affiliated with the business, Teresa M. Coyle—to whom some of Meriwether’s cases apparently have been “transferred”—had her license suspended by the Missouri Supreme Court. While Coyle’s suspension was not based on bad acts before this Court, Coyle failed to notify this Court of the fact that she was suspended and she filed cases in this Court following her suspension.

Like her cohort Diltz, Mayweather has been the subject of a court injunction as a result of her activities with the Critique Services Business. In 2007, in *Nancy Gargula, UST v. Beverly Holmes Diltz, et al.* (Case No. 05-4254), the Court entered an order (the “2007 Injunction”) [*Gargula v. Diltz, et al.* Doc.

No. 84], enjoining Mayweather from the unauthorized practice of law. In addition, the Court limited how Mayweather may provide bankruptcy services to the public:

[Mayweather] may only engage in providing bankruptcy services to the public as an employee under written contract with an attorney or business organization whose primary business is the practice of law. She agrees that she is permanently enjoined from engaging in bankruptcy document preparation services on behalf of Defendant Diltz and Her Interests.

II. FACTS AND RECENT EVENTS DEMONSTRATING THAT MAYWEATHER HAS VIOLATED THE 2007 INJUNCTION

Recently, facts and events have come to the Court's attention that give the Court cause to believe that Mayweather has violated the 2007 Injunction. Among those facts and events are the following:

- In *In re Leander Young*, it was established that Mayweather falsely advised the *Young* debtor that a legal disposition in his case was due to hostility of the undersigned judge toward the Critique Services Business. (In fact, the *Young* debtor's case had suffered numerous problems because Meriwether and the Critique Services Business had so badly mismanaged the debtor's case that it was dismissed. The debtor did not believe Mayweather's obviously false story, and told her so.)
- In *In re Keisha Renita White*, at the January 12, 2016 hearing, the debtor credibly testified that she was told by the Critique Services Business Office staff that Mayweather was "in charge" and that Mayweather was the person who filed cases.
- In *In re Elaine Doray Hudson*, at the January 12, 2016 hearing, the Debtor credibly testified that it was Mayweather who filed her case.
- In *In re Sylvia Scales* (Case No. 14-49828), the transcript of the § 341 meeting shows that Meriwether admitted that Diltz and Mayweather are his bosses at the Critique Services Business. That is: Meriwether works for a couple of non-attorneys and takes his directions from them, not the other way around. Meriwether also admitted that no non-attorney staff persons at the Critique Services Business are his employees.

- In *In re Scales* and *In re Evette Nicole Reed, et al.* (Lead Case No. 14-44818), there has been significant evidence establishing that Mayweather is the person who collects and handles the attorney's fees. The Critique Services Attorneys are not involved with the collection and handling of their own fees; collection and handling of the fees is done exclusively by non-attorney staff persons, overseen by Mayweather as the office manager. At numerous court hearings and in various motions to disgorge attorney's fees in other cases, Mayweather has been identified by Critique Services Business debtors as the person who collects the fees.
- On December 18, 2015, Mayweather and Dellamano showed up together at the Clerk's Office, and asked if Mayweather could file legal documents for Dellamano on the Clerk's Office computer banks. They apparently just expected the Clerk's Office to allow Mayweather to use its computers to "engage in providing bankruptcy services to the public" on the assumption that Mayweather would not be violating the 2007 Injunction by doing so. However, the Clerk's Office—well-aware of the 2007 Injunction as well as the considerable history of misconduct committed by those affiliated with the Critique Services Business—refused to allow Mayweather to use its computers unless she had written authority from the Judge to do so. When the two were told that they had to obtain such written authority from the Judge, they left and did not return.

III. ISSUANCE OF THE FEBRUARY 16, 2016 DIRECTIVE

On February 16, 2016, the Court entered an order (the "February 16 Order") [Doc. No. 1] in this Miscellaneous Proceeding. The Court advised that it had cause to believe that Mayweather violated the 2007 Injunction and directed her to file (i) copies of contracts that she may have or have had with attorneys, or law businesses, in this District, and (ii) an affidavit stating the name and address of any attorney, and the name of any business organization whose primary business is the practice of law, for whom Mayweather now provides, or at any point since the entry of the 2007 Injunction has provided, any sort of bankruptcy-related services. In addition, on March 3, 2016, the Court entered an order [Doc.

No. 12] directing Mayweather to file with the Court a copy of any contract she may have with Coyle and an affidavit regarding the nature of the services she may have provided at the Law Office of Teresa M. Coyle.

IV. MAYWEATHER'S RESPONSES TO THE FEBRUARY 16 AND MARCH 3 ORDERS

A. Mayweather Demands Judicial Disqualification

On February 19, 2016, Mayweather did what every Critique Services Business person does whenever faced with an order issued by the undersigned Judge: she filed a motion demanding the Judge's disqualification [Doc. No. 3]. Her motion appeared to be a cribbed version of countless, almost-identical motions that have been filed by other Critique Services Business-affiliated persons in recent years. In her motion, she insisted that the Judge must disqualify himself because he served as the UST for three years, a decade ago, and during the course of that service, he was the name-plaintiff in his official capacity in two lawsuits brought by that Office against Critique Services L.L.C. Those lawsuits have nothing to do with the issues here. The Judge obtained no knowledge about matters raised here during his services as the UST. Mayweather alleged no fact establishing that the Judge is biased or prejudiced against her, and alleged no fact establishing that a reasonable person would question the Judge's impartiality. As the Court has previously addressed on numerous occasions: the fact that the Judge previously served as the UST is not a basis for judicial disqualification under any subsection of 28 U.S.C. § 455. Accordingly, on February 19, 2016, the Court entered an "endorsed" order, denying the disqualification demand with the language: "completely groundless request." The Court now revisits the issue of judicial disqualification and again holds that disqualification is not proper. To preserve the Court's time and resources, the Court attaches to this Order a sampling of previously entered orders (**Attachments**) in which the Court addressed the issue of disqualification as it relates to Critique Services Business-affiliated persons. The Court adopts the reasoning set forth in those previously entered orders.

B. Mayweather Requests an Extension of Time to Comply

Also on February 19, 2016, Mayweather filed a request for a continuance of time to comply and to obtain counsel (the “Request for Extension of Time”) [Doc. No. 5]. In making this request, Mayweather did not represent that she was making good faith efforts to find counsel. She did not represent that she was making good faith efforts to respond by filing the documents. She did not suggest that she ever intended to provide the documents. And, while she claimed that she needed more time to respond, she had already had enough time to respond by seeking disqualification. Her request for an extension of time struck the Court as nothing more than an effort to stall. Nevertheless, the Court granted her an extension of time.

C. Mayweather Files Three Non-Responsive Contracts

On February 29, 2016, Mayweather filed three contracts. However, they were contracts between Critique Services L.L.C. and various Critique Services Attorneys; they were not contracts between Mayweather and anyone. Nevertheless, she captioned the pleading to which the contracts were attached as, “Renee Mayweather’s Response in Compliance with the Order of the Court of February 16, 2016,” and stated in the body of that pleading, “Mayweather . . . files with the Court the contracts requested by the Court . . .” However, calling a horse a duck does not make it quack. Because Mayweather (an individual) is not Critique Services L.L.C. (an artificial entity), the contracts filed by Mayweather are not responsive to the directive in the February 16 Order, and they are not evidence that Mayweather has a written contract with any attorney or any organization whose primary business is the practice of law.

D. Mayweather Files a Petition for Writ of Prohibition with the U.S. Court of Appeals for the Eighth Circuit

On March 1, 2016, Mayweather file a Petition for Writ of Prohibition with the U.S. Court of Appeals for the Eighth Circuit. Her Petition for Writ of Prohibition was similar to another petition for writ of prohibition that had been filed days before by Critique Services Business-affiliated persons involved in a separate case. Both petitions for writ have been denied.

E. Mayweather Files Two Affidavits

On March 4, 2016, Mayweather filed two affidavits in this Miscellaneous Proceeding [Doc. Nos. 14 & 15]. The first affidavit vacillated between the incoherent and the non-credible:

- Mayweather attested that she has been employed “under an oral agreement, pursuant to the contracts provided to the Courts [sic] on February 29, 2016.” This makes no sense. *So which is it? Oral or written? A contract may be one or the other, but it can’t be both.*
- Mayweather attested that her employment is “pursuant” to the contracts she filed. However, as noted earlier, this is disproven by the very terms of the contracts. Mayweather is not a party to those contracts. She is not obligated under those contracts, and no one is obligated to her under those contracts. These are not employment contracts for Mayweather.
- Mayweather attested that she was an “employee” of Robinson and Meriwether. This is not a credible attestation. The issue of who employs the non-attorneys staff persons at the Critique Services Business has been raised in *In re Reed*. In *In re Reed*, Critique Services L.L.C. has made the bald (and entirely self-serving) claim that all non-attorney staff persons at the Critique Services Business are employees of the affiliated attorneys. However, when asked to produce any documentation—such as tax filings—that might support this claim of who employs whom, Critique Services L.L.C. refused. Meanwhile, Robinson has never stated that he is (or ever was) Mayweather’s employer, and Meriwether stated at a § 341 meeting in *In re Scales* that he works *for* Mayweather, not the other way around. Unless Mayweather produces credible evidence (such as a contract, tax document, or paystub) that shows that Robinson and Meriwether were her employers, the Court is not remotely inclined to believe her claim that she was an employee of Robinson or Meriwether.

The second affidavit included admissions by Mayweather that she has provided services to Meriwether and Coyle in connection with the “transfer” of

Meriwether's cases to Coyle, and that she does not have an employment contract with Coyle.

In neither affidavit does Mayweather offer an explanation of her relationship to Dellamano, despite the fact that Mayweather obviously has some sort of professional relationship with him. She showed up at the Court's own Clerk's Office, with Dellamano in tow, and asked to be permitted to do Dellamano's filing for him. Presumably, Mayweather has no written contract with Dellamano, either.

V. ANALYSIS

The facts establish that Mayweather has committed the unauthorized practice of law. She has given (false) explanations of legal dispositions of the Court, which is a form of practicing law. She makes decisions regarding who receives legal services, and when, and by whom. She manages the office where the unauthorized practice of law is the actual business, and oversees the activities going on there.

The facts also establish that Mayweather has been "providing bankruptcy services." She has come to the Clerk's Office to file documents for attorneys. She has solicited attorney's fees for bankruptcy services. She has collected and handled attorney's fees. She has filed petitions. She has assisted Coyle.

The facts also establish that Mayweather has been providing bankruptcy services "to the public." Mayweather has consulted with clients who are members of the public. She has prepared documents for clients who are members of the public. She has solicited fees from potential clients who are members of the public. She has accepted and handled fees paid by clients who are members of the public. She has run the day-to-day operations of a bankruptcy services business whose clients are members of the public. She has worked with attorneys who provide bankruptcy services to members of the public.

And, the facts establish that Mayweather is not "an employee under written contract with an attorney or business organization whose primary business is the practice of law." She has produced no written contract

establishing that she is an employee of an attorney or business organization whose primary business is the practice of law.

Given these facts, the Court **FINDS** that Mayweather has willfully, blatantly, repeatedly, and systematically violated the 2007 Injunction. In fact, her *very job* is to violate the 2007 Injunction. She presents an **immediate hazard and threat** to potential debtors in this District and to all current clients of the Critique Services Business.

VI. LEGAL AUTHORITY

The 2007 Injunction has long been a final and non-appealable order. It remains in effect today. Mayweather is bound by its terms. The Court has authority to enforce its own orders pursuant to 11 U.S.C. § 105(a) and the inherent authority of the Court. In addition, the Court notes that the fact that the 2007 Injunction was signed by another honorable Judge of this Court has no bearing on whether the undersigned Judge may issue an order determining that the 2007 Injunction has been violated. The Court points out this because other Critique Services Business-affiliated persons, in other matters, have insisted that the undersigned Judge cannot issue an order related to the 2007 Injunction because he was not the signatory judge of the 2007 Injunction. (Ironically, this argument was made in matters in which the Court was not considering whether the 2007 Injunction had been violated.) In making this argument, they generally have relied on *Klett v. PIM*, 965 F.2d 587 (8th Cir. 1992). However, *Klett v. PIM* does not prevent the undersigned Judge from determining whether the 2007 Injunction was violated. *Klett v. PIM* stands for the proposition that one federal court lacks subject matter jurisdiction over a request to determine sanctions for the violation of an order issued by an entirely different federal court. It does *not* stand for one federal judge of a court cannot determine whether there has been a violation of an injunction issued *by that very same court* (such as is the circumstance here).

VII. PROHIBITION ON MAYWEATHER PROVIDING ANY BANKRUPTCY SERVICES IN THIS DISTRICT

The Court **ORDERS** that Mayweather be **ENJOINED** and **PROHIBITED** from providing **any sort** of services to any other person—regardless of whether by formal contract or by informal relationship, and regardless of whether for compensation or for free—if such services would touch upon or affect, **in any way**, any bankruptcy case filed or anticipated to be filed before this Court. Mayweather may not provide any such services to any member of the public, to any attorney, to any law firm, to any law business, to any bankruptcy services business, to any business that provides services to a bankruptcy attorney, to any non-attorney, or to any other entity.² The “services” that Mayweather is prohibited from providing include, **but are not limited to**, the following: soliciting attorney’s fees for cases before or anticipated to be before this Court; collecting attorney’s fees (or any other sort of fee) for cases before or anticipated to be before this Court; handling attorney’s fees (or any other sort of fee) for cases before or anticipated to be before this Court; providing any bankruptcy petition preparation services; preparing any document in a case filed before or anticipated to be filed before this Court; filing any document in any case filed before or anticipated to be filed before this Court; consulting with or advising debtors or potential debtors related to their cases before or anticipated to be before this Court; and providing secretarial, administrative, advertising, bookkeeping or any other type of support services to any attorney, non-attorney, or entity who provides any bankruptcy services in any case before or anticipated to be before this Court.

The prohibition herein will be interpreted as broadly as possible. Any violation of this Order by Mayweather may be met with monetary and non-monetary sanctions and directives.

Again, the Court notes that the issue of whether Mayweather should be restrained and enjoined by this Court has been recently raised in *Casamatta v.*

² The sole exception to this prohibition is that Mayweather may provide bankruptcy services to herself.

Critique Services L.L.C., et al.—an adversary proceeding filed shortly after this Miscellaneous Proceeding was opened. *Casamatta v. Critique Services L.L.C., et al.* currently is pending before another honorable Judge of this Court. In *Casamatta v. Critique Services L.L.C., et al.*, the UST is seeking a TRO and a permanent injunction against Critique Services L.L.C., Diltz and Mayweather. **Nothing herein operates to render moot any issue raised in *Casamatta v. Critique Services L.L.C., et al.*** The facts alleged in that adversary proceeding include facts that are different from those presented here. The Court will revisit the issue of whether the prohibition ordered herein remains necessary, following the adjudication of the TRO and injunction requests in *Casamatta v. Critique Services L.L.C., et al.*

DATED: March 7, 2016
St. Louis, Missouri 63102
mtc


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

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Critique Services
3919 Washington Blvd.
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Regular mail service

Office of U.S. Trustee
111 South Tenth Street, Suite 6.353
St. Louis, MO 63102

Attachment 137

Show Cause Order, entered in *In re Critique Services, L.L.C., et al.*

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

In re:	§	Case No. 16-402_____
	§	
Critique Services L.L.C.,	§	
Beverly Holmes Diltz,	§	Business of the Court
James C. Robinson,	§	
Robert J. Dellamano,	§	
Dean D. Meriwether, and	§	
Renee Mayweather,	§	
	§	
Respondents.	§	

**ORDER TO SHOW CAUSE WHY THE ABOVE-NAMED PERSONS AND
ENTITY SHOULD NOT BE PERMANENTLY AND FOREVER BARRED FROM
PROVIDING BANKRUPTCY SERVICES IN THIS DISTRICT**

The three above-referenced attorneys, James C. Robinson, Robert J. Dellamano, and Dean D. Meriwether (the “Critique Services Attorneys”) work at the “bankruptcy services” business known as “Critique Services” (the “Critique Services Business”).

As the Court has noted in previous orders, the Critique Services Business is a massive rip-off operation that operates primarily out of an office at 3919 Washington Blvd., St. Louis, Missouri. It preys on primarily low-income, minority persons from the metropolitan St. Louis area. The business is operated through Critique Services L.L.C., a limited liability company owned by Beverly Holmes Diltz (a highly disreputable non-attorney who has been repeatedly sanctioned and enjoined by the Court from unlawful activities, such as the unauthorized practice of law). Diltz’s long-time office manager in this scam business is Renee Mayweather, who herself has been enjoined from the unauthorized practice of law and has had her ability to provide bankruptcy services to the public in this District severely limited by Court order.

As has been established in various other cases before this Court, clients come to the office of the Critique Services Business seeking representation in their bankruptcy cases, and are promised—and pay for—legal representation. However, the business is deliberately designed not to provide any meaningful

legal services. While the Critique Services Business is always affiliated with one or two attorneys (the “Critique Services Attorneys”), these attorneys are dummy-attorneys. Their presence is just part of the scam. The role of the Critique Services Attorneys is not to provide actual legal services; it is to rent-out their signatures and bar card numbers, which are placed on pleadings and papers prepared by unqualified non-attorney staff persons. The Critique Services Attorneys have little to do with the clients and nothing to do with the collection and handling of their own fees. No one really knows what happens to the client’s fees once they are collected by Mayweather and other non-attorney staff persons, although it is clear that the fees are not held in trust accounts. And while the Critique Services Business is an all-cash operation, neither Critique Services L.L.C. nor Diltz have filed income tax returns in three years.

The Critique Services Attorneys are all currently suspended from the privilege of practicing law before this Court for various acts of professional misconduct, malfeasance and dishonesty. They have lied to the Court in federal pleadings, abandoned clients, allowed non-attorney staff persons to provide legal services, promised legal services that were never rendered, and committed contempt of Court. They have disobeyed the Local Bankruptcy Rules and refused to comply lawful court orders. They have been suspended and sanctioned. They have each had multiple referrals to the appropriate bar licensing authorities. There have been near-countless orders to disgorge fees entered against them, as their abandoned client have filed motions to disgorge with the Court, asking for their fees to be returned to them pursuant to Bankruptcy Code § 329(b).

Recently, a well-respected attorney who practices bankruptcy law in the St. Louis area, T.J. Mullin, sent a letter to the Court. In the letter, Mr. Mullin discloses that he came into possession of a certain document from one of his clients—a client who is a former client of Dellamano and the Critique Services Business. He attached to his letter both a copy of his client’s Attorney Retainer Agreement with Dellamano (with his client’s name redacted) and a second

document, marked “News Release,” which his client was given by the Critique Services Business when she retained Dellamano. (Attachment A.)

The “News Release” is the document upon which this Order is based. It suggests that it is a legitimate piece of journalism, being marked “News Release.” Notably, however: no author is listed; no news source is listed; no publication is listed; it contains no internal sourcing; and it lacks journalistic style or integrity. That is, it appears to be ginned-up. Moreover, it has a ridiculously and blatantly false and inflammatory title: “Judge Denies African-Americans Access to St. Louis Bankruptcy Court.” (Of course, absolutely no such thing occurred.) The content of the “New Article” falsely characterizes court orders, falsely characterizes the basis for judicial rulings, falsely characterizes the effect and results of rulings, and falsely claims that African-Americans are being denied access to the bankruptcy courts. The article even tries to connect the situation with the Critique Services Business with the recent events in Ferguson, Missouri.

The Court is almost without words to describe how appalling and despicable the use of the false “News Release” is. The Critique Services Business and its attorneys have stooped to an almost-unimaginable low. The Critique Services Business and its attorneys—*members of the Bar who owe duties of honesty to their clients*—are trying to dupe their clients with a document that they pass off as a legitimate “news.” They suggest racism where there was none, in an effort to cover up their own rip-off of a primary low income and minority community. They invoke Ferguson—one of the most painful events in recent St. Louis history—in a completely illegitimate comparison to their circumstances. This is the complete absence of shame.

It is entirely possible that the Critique Services Business simply created this “News Release.” The Critique Services Attorneys have already been held in contempt by this Court in connection with creating and using false court document. *In re Lawanda Watson* (Case No. 11-42250). They have already shown that they have no problem creating and using misleading documents. However, regardless of whether the Critique Services Business created this “News Release,” or if someone out side the business created it, its use by the

Critique Services Business and its attorneys in connection with obtaining attorney's fees is professionally reprehensible. The "News Release" has no basis in reality—and the persons at the Critique Services Business know this. It is just the phony story they are selling—apparently on the hope that if they lie long enough, and loudly enough, and often enough, maybe their lie will become true. The use of the News Article is nothing other than an effort to paint a completely false history of the consequences of the unlawful and unprofessional activities of persons affiliated with the Critique Services Business.

The First Amendment guarantees freedom of expression. Those affiliated with the Critique Services Business are free to spout whatever falsehoods they want. However, the First Amendment does not guarantee a right to freedom from the consequences of making misleading representations to clients regarding the basis of judicial decisions and legal consequences. Operating in bad faith in cases before, or anticipated to be before, this Court is a sanctionable act.

The Court hereby **DIRECTS** each of the following persons affiliated with the Critique Services Business—Critique Services L.L.C., Beverly Holmes Diltz, Renee Mayweather, James C. Robinson, Dean D. Meriwether, and Robert J. Dellamano—to show cause why he/she/it should not be permanently **BARRED** from providing any bankruptcy-related services, of any sort, to the general public or to any attorney or business serving the general public. Each has until **12:00 P.M., Thursday, February 25, 2016** to file a response.

In addition, the Court **DIRECTS** Mr. Mullin to put his information into an affidavit and file such affidavit by **5:00 P.M., Monday, February 22, 2016**.



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

DATED: February 16, 2016
St. Louis, Missouri

sec

Copies mailed overnight delivery to:

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

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

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

ATTACHMENT A

LAW OFFICE
OF
T. J. MULLIN, P. C.
Attorney at Law

201 S. Central Ave. Suite 103
Clayton MO 63105

314-862-7474

The Honorable Charles Rendlen III
U. S. Bankruptcy Court
111 S. 10th Street
St. Louis MO 63102

February 11, 2016

Dear Judge Rendlen:

Recently I had a client come in to file a Chapter case. Previously she had consulted with Critique and paid them a fee to file her case, but after waiting a long time to get it done, she discontinued working with them and sought my help.

While she was in, she showed me the enclosed two documents which I thought were quite interesting in light of current developments. I thought you might be interested in seeing how Critique is currently handling the issues and what they are reporting to their customers about the on-going matter.

The one document seems to indicate that they claim to provide legal services and have hired a new attorney. Odd, given their other positions. Frankly, it seems to me that someone ought to alert the new attorney to the issues before he is engulfed also.

As to the other document, I wonder if they really believe what they are saying, or are doing it merely to excuse their actions. If they believe it, I must say it seems that they are not mentally right. If they do not believe it and are just doing it to excuse their actions, well, at least it makes some sense and is not simply delusional.

Yours truly,



T. J. Mullin

TJM/dg
Enclosures

Robert Dellamano

314-533-4357

**DISCLOSURE AND RETAINER AGREEMENT
FOR LEGAL REPRESENTATION**

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

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

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

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

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

Client

Dec 15, 2015
Date

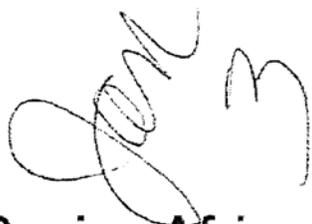
Attorney At Law

Date

Attorney At Law

Date

News Release



Judge Denies African Americans Access to St. Louis Bankruptcy Court

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

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

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

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

If Judge Rendlen has his way the fees that African American will pay will double or triple. This could double in increase of a million dollars a year paid to attorneys that overcharge their clients, most definitely would deny thousands of African American access to the bankruptcy courts.

In the last 18 months Judge Rendlen has suspended 4 attorneys from Critique Services and threatens others. In June of 2014 Judge Rendlen suspension of a Critique Service attorney cause over 200 African Americans to be unrepresented. On December 18, 2015 Judge Rendlen again issued a suspension to a Critique Attorney causing hundreds more African Americans to be left unrepresented in bankruptcy court. The Judge's action may well lead to the failure of their cases.

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

Critique Service attorneys are seeking the reversal of Judge Rendlen before the 8th Circuit Court of Appeals and the District Court. In addition requests are being made to Judge Kathy Surratt-States and Judge Schermer to reverse the unconstitutional act of Judge Rendlen which has resulted in the abandonment of hundreds of African American, yet again.

Attachment 138

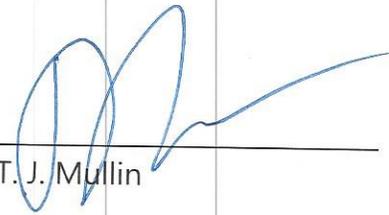
Mullin's Affidavit, filed in *In re Critique Services L.L.C., et al.*

AFFIDAVIT

I, T. J. Mullin, being duly sworn, do depose and say the following:

1. I am a member of The Missouri Bar being admitted to practice in 1973 and admitted to practice in the Eastern District of Missouri Federal Court in 1974.
2. During my career, I have dealt with bankruptcy matters on numerous occasions, representing individuals seeking relief under The Bankruptcy Act and Code.
3. I was the recipient of The Missouri Bar's Excellence in Bankruptcy Practice Award in 1997, being the first consumer-oriented practitioner to do so.
4. On February 10, 2016, a client came to my office seeking assistance and representation in a case she wished to file under Chapter 7.
5. When I asked her if she had consulted with any other person about filing bankruptcy, she responded that she had consulted with Critique Services, LLC. in September 2015, but that they had never filed her case due to problems they were having with lawyers who worked with Critique Services, LLC.
6. I asked if she was still represented by them and she stated she was not, and then gave me a copy of a document entitled "News Release" (See Ex. 1) and another entitled "Disclosure and Retainer Agreement" (See Ex. 2).
7. I read both documents over, asked to be allowed copies of the documents for my file so I had documentation to make it clear she was not currently represented, which was granted by my client.
8. I made no further comment about the issue to the client, except to note that I understood that there were some issues involving Critique Services, LLC. currently before the Courts and my experience dealing with former clients or customers of Critique Services, LLC. had not been very positive over the last decade or so.
9. I do not know the proposed successor attorney either personally or by reputation and the prior attorney only as a party to on-going litigation and the subsequent public record.

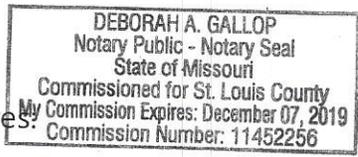
10. Upon reflection, I decided to send copies of these documents to all three Judges of The Bankruptcy Court in the Eastern District of Missouri as the "News Release" was simply ridiculous. If anyone associated with Critique Services, LLC. truly believes these statements, the Court, I thought, should be alert to the problem so their misapprehension can be corrected. If they do not truly believe this and are simply saying that to attempt to deflect the consequences of their behavior, such actions are to be deplored as totally false.


T. J. Mullin

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

On this 18th day of February 2016, before me personally appeared T. J. Mullin to me known to be the person described in and who executed the foregoing Affidavit and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.




Notary Public

My Commission Expires:
12-7-19

News Release



Judge Denies African Americans Access to St. Louis Bankruptcy Court

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Robert Dellamano

314-533-4357 Ex.2

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Client

Dec 15, 2015 Date

Attorney At Law

Date

Attorney At Law

Date

Attachment 139

Petition for Writ of Prohibition, filed by Diltz, Mayweather, Meriwether, and
Dellamano, in the Eighth Circuit

IN THE UNITED STATES COURT OF APPEALS FOR THE
EIGHTH CIRCUIT

In re:)
)
 Beverly Diltz,)
 Renee Mayweather,)
 Dean Meriwether,)
 and)
 Robert J. Dellamano,)
 Petitioners)
)
 v.)
)
 Charles E. Rendlen III, United)
 States Bankruptcy Judge,)
 Respondent.)

Case No. 16-1483

RECEIVED
 FEB 24 2016
 U.S. COURT OF APPEALS
 EIGHTH CIRCUIT

PETITION FOR WRIT OF PROHIBITION

COMES NOW Petitioners Beverly Diltz, Renee Mayweather, Dean Meriwether and Robert J. Dellamano, pursuant to 28 U.S.C. §1651(a), and 28 U.S.C. §1331, and petitions this Court for a writ prohibiting Judge Charles E. Rendlen, III from issuing a final order barring Petitioners from performing services authorized pursuant to the terms of the Consent Order executed and entered by the Honorable Kathy Surratt-States in In Re Harge, Case Number 05-43244, on July 31, 2007. In support of their Petition for a Writ of Prohibition, Petitioners state:

The Issues Presented

1. This Court has subject matter jurisdiction of this Petition pursuant to 28 U.S.C. §1331 inasmuch as this Petitions raises federal questions under the laws and Constitution of the United States.

2. On February 16, 2016 Judge Rendlen entered an Order advising Petitioners that he intended to impose a sanction upon Petitioners.

3. On February 23, 2016, Petitioners filed a Motion To Recuse Judge Rendlen.

4. Petitioners are entitled to a writ of prohibition because Judge Rendlen proposes to preside over proceedings involving Petitioners in violation of 28 U.S.C. Section 455(a) and (b). In addition, Judge Rendlen's threatened the bar the rights of Petitioners to act pursuant to the Consent Order of Judge Surratt-States as a result of their exercise of their First Amendment rights operates as a prior restraint of expression and chills the rights of Petitioners to inform the public and media concerning the denial of access of African Americans to the Bankruptcy Court. The harm to Petitioners is immediate and they have no other adequate remedy. *Id.* A miscarriage of justice will occur absent the issuance of the writ.

5. Although Judge Rendlen has not yet entered a final order, the issuance of a writ of prohibition is appropriate because the Order of Judge Rendlen provides a credible threat that such an order is imminent. *See, Berry v. Schmidt*, 688 F.3d 290, 296-7 (6th Cir. 2012). *See, also, Keller v. City of Fremont*, 719 F.3d 391 (8th Cir. 2013)("a party facing prospective injury can sue where the threatened injury is real, immediate, and direct").

6. Copies of the Order of Judge Rendlen , as well as other relevant portions of the record below are included.

Facts Pertinent to the Petition for a Writ of Prohibition

1. In 1995, Petitioner Beverly Diltz formed Critique Services for the purpose of assisting individuals in the St Louis community, including in the African-American community, to gain access to the Bankruptcy Court. In 2002, Petitioner Diltz formed Critique Services, LLC.
2. In Adversary Case Number 03-04003, filed January 1, 2003, Judge Rendlen—then United States Trustee—prosecuted an adversary proceeding against Petitioners which sought the closing of the office of Critique Services, LLC. That proceeding concluded in a Consent Decree executed by United States Trustee Rendlen and the Honorable James Barta where Petitioners were allowed to provide services consistent with the Consent Decree.
3. In Adversary Case Number 05-04254, filed on August 11, 2005, United States Trustee Judge Rendlen filed an additional adversary proceeding where he again sought to close the office of Critique Services, LLC.
4. On May 23, 2006, this Court appointed United States Trustee Rendlen to serve as a Bankruptcy Judge in the United States Bankruptcy Court for the Eastern District of Missouri.
5. On July 31, 2007, United States Trustee Nancy Gargula (the successor to United States Trustee Rendlen) and the Honorable Kathy A. Surratt-States executed a Settlement Agreement and Court Order which allowed Petitioners perform services consistent with the Order. This Order was entered in Adversary Case Number 05-04254.

6. On February 11, 2016, Attorney T.J. Mullin wrote a letter to Judge Rendlen which attached a document entitled “News Release”. Judge Denies African Americans Access to St Louis Bankruptcy Court. This News Release described how many blacks were stranded in the Bankruptcy Court, losing homes, wages and vehicles due to Judge Rendlen’s vendetta against Petitioners.

7. On February 16, 2016, Judge Rendlen issued an Order To Show Cause for why Petitioners should not be permanently barred from providing services in the district due to the contents of the News Release.

The Reasons Why the Writ Should Issue.

I.

Judge Rendlen Must Recuse Himself From Further Adversary Proceeding Involving Petitioners Pursuant to 28 USC Section Section 455(a) and (b)

As indicated, Judge Rendlen was a U.S. Trustee before being appointed as a Bankruptcy Judge. As a U.S. Trustee, he brought two proceeding where he was a party opponent to Petitioners. In addition, Judge Renden has admitted that, in his capacity as United States Trustee, he received various complaints about Critique Services, LLC. However, Judge Rendlen has never revealed the substance of these complaints and has never disclosed the personal knowledge he may have obtained concerning Petitioners as a result of the investigation of such complaints. (p12, ¶1, of the Appellant Critique Services’ LLC Brief, filed in the Eighth Circuit of Appeals). This extrajudicial knowledge of Judge Rendlen has not been made a part of the record and is unavailable to this Court

Under 28 U.S.C. §455(a), a court should recuse itself if its impartiality might reasonably be questioned by an objective, neutral observer. Lunde v. Helms, 29 F.3d 367 (8th Cir. 1994); In re: Chevron USA, Inc., 121 F.3d 163 (5th Cir. 1997). As the Supreme Court emphasized, the intent behind this statute is to avoid what might appear to be a court that favors one party in litigation over another. U.S. v. State of Alabama, 828 F.2d 1532 (11th Cir. 1987); see also, Anderson v. State of Missouri, 402 S.W.3d 86 (Mo. 2013) (recusal based on the appearance of partiality). When there is no record, the party opposing the use of the information cannot obtain appellate review. U.S. v. State of Alabama, supra; In re: Brooks, 383 F.3d 1036 (D.C. Cir. 2004).) An objective, neutral observer would certainly question the impartiality of a judge who would purport to preside over a party who has been the subject of two pieces of litigation where the judge served as the party opponent to the party.

Indeed, this Court is presently considering the precisely the same issue involving recusal and Petitioners and Judge Rendlen in In Re Latoya Staward, Appeal No. 15-1857, argued to the Court in January, 2016. Petitioners submit that the better course of action for Judge Rendlen was to await an imminent ruling of this Court before initiating additional litigation between the same parties. In any event, Section 455(a) clearly prohibits Judge Rendlen attempting to act as an impartial judicial officer when he has initiated and prosecuted actions against Petitioners as a plaintiff.

II.

Judge Rendlen's Proposed Actions Would Violate the First Amendment Rights of Petitioners.

Petitioners have the same right under the First Amendment to comment on the merits of ongoing litigation as any other citizen. For example, in Bridges v. California, 314 US 252 (1941), the United States Supreme Court held that a union official could not, under the First Amendment, be fined for contempt for threatening a strike if the judge in an open and active case elected to enforce a court order. See also, Wood v. Georgia, 370 US 375 (1962). In Pennekamp v. Florida, 328 U.S. 331 (1946), the Supreme Court held that a judge could not constitutionally hold a newspaper in contempt for criticism of the manner conducted an ongoing trial. In Landmark Communications, Inc. v. Virginia, 435 U.S. 829, 838 (1978), the Supreme Court wrote: “A primary purpose of the First Amendment is to protect the free discussion of governmental affairs, including the operations of the court and the judicial conduct of judges.”

Simply stated, Petitioners possessed the constitutional right to provide the News Release to the NAACP, media sources and the general public regarding the alleged negative effect and discriminatory acts that Judge Rendlen’s rulings have and would have upon the African American community. Judge Rendlen’s attempt to retaliate against Petitioners for the exercise of their rights is inconsistent with the pronouncements of the Supreme Court and should not be allowed by this Court. See, NAACP v. Button, 377 US 415 (1963); Legal Services v. Velazquez, 531 U.S. 541 (2001).

On Page 3 of Judge Rendlen’s Order, the Judge states that the “News Release” is the basis for his Order. He further states “... no author is listed; no news source is listed; no publication is listed; it contains no internal sourcing; and it lacks journalistic style or integrity.”

In the absence of concrete proof of an author of the piece, as the Judge himself states, authorship cannot simply be attributed to a person, or persons, or entity because the Judge decides it should be. And the Judge's opinion that the piece lacks "journalistic style or integrity" is certainly not a proper basis for issuing his Order.

The Judge further states that "The Critique Services Business and its attorneys... are trying to dupe clients with a document that they pass off as legitimate." There is no basis for which to accuse anyone named herein of trying to "dupe" anyone by disseminating a writing that may be of value to the general public, if they reasonably believe the information contained in the "News Release" may be true, and of value to the general public. The News Release contains both factual material and opinions. It is a fact that Judge Rendlen was a former U.S. Trustee who prosecuted suits against Critique Services. It is a fact that in the last 18 months Judge Rendlen has suspended four (4) attorneys. It is a fact that suspensions in June 2014 caused over two hundred African Americans to be unrepresented, and in December 2015 caused hundreds of African Americans to be left unrepresented in bankruptcy courts again. It is a fact that prior to Critique Services' attorney suspensions Judge Rendlen revokes their electronic filing privileges.

The Judge further states "It is entirely possible that the Critique Services Business simply created this "News Release"." In the absence of concrete evidence to prove this assertion, it is just as possible that none of the parties listed herein did create the "News Release" or it's possible that only the non-attorney parties created the "News Release" and they are protected by their First Amendment Rights to Freedom of Speech.

The Judge also states "... regardless of whether the Critique Services Business created this "News Release", or if someone outside of the business created it, its use by the Critique Services Business and its attorneys is... reprehensible." However, the non-attorney parties named herein are free to provide the "News Release" to interested parties and the general public. There is no evidence or admission that the attorneys had knowledge of or were involved. Lastly, due to the Judge's inability to name an author of the "News Release", he has issued a "shotgun" Order, hoping to punish someone, anyone, for exercising their right to Freedom of Speech, simply because the Judge is offended by, and disagrees with, the contents of the "News Release".

III.

Petitioner has No Adequate Remedy

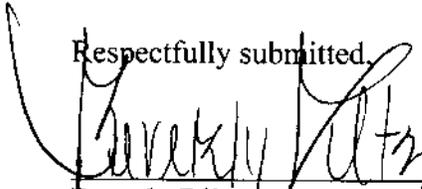
Petitioners has no adequate remedy at law. An infringement upon a First Amendment right inevitably produces a "chilling effect" which causes the very harm proscribed by the First Amendment. Near v. Minnesota, 283 U.S. 697 (1931); New York Times v. Sullivan, 403 US 713 (1971). The Supreme Court has held that an extraordinary writ is the proper vehicle by which to ensure the free expression is protected, even from the judiciary. Nebraska Press Ass'n v. Stuart, 427 U.S. 539 (1976). And finally, Petitioner's right to an impartial judge, as codified at 28 USC Section 455, has meaning only when the hearing itself is fair, and free from the taint of personal vendetta and prejudice.

IV.

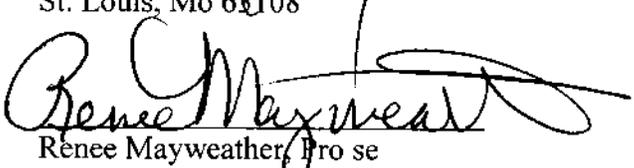
Relief Requested

Petitioners requests an Order from this Court prohibiting Judge Rendlen from entering any final judgment barring Petitioners performing services authorized pursuant to the terms of the Consent Order executed and entered by the Honorable Kathy Surratt-States in In Re Harge, Case Number 05-43244 on July 31, 2007.

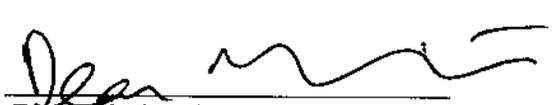
Respectfully submitted,



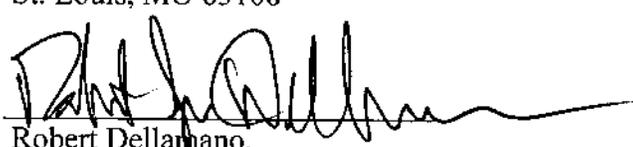
Beverly Diltz, Pro se
3919 Washington
St. Louis, Mo 63108



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



Dean Meriwether,
Representing Self
3919 Washington
St. Louis, MO 63108

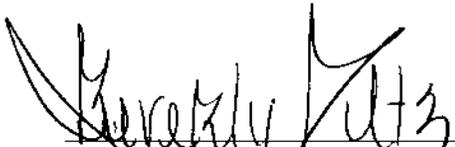


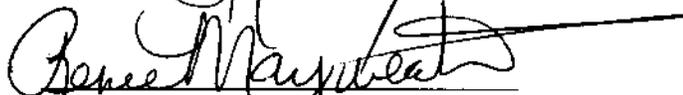
Robert Dellamano,
Representing Self
4849 State Route 15
Freeburg, IL. 62243

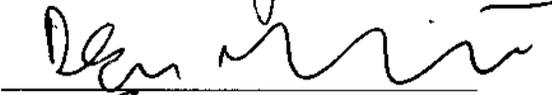
Certificate of Service

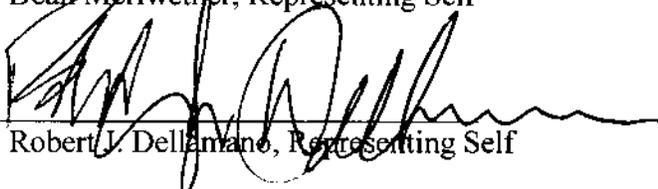
By my signature, I certify that on February 24 , 2016, I served the foregoing Petition for Writ of Prohibition, Exhibits A, B, and C thereto, along with the Appendix, by hand-delivery upon:

Honorable Charles E. Rendlen III
United States Bankruptcy Court
c/o Dana C. McWay, Clerk, United States Bankruptcy Court
Thomas F. Eagleton U. S. Courthouse
111 South 10th Street, 4th Floor
St. Louis, MO 63102


Beverly Diltz, Pro se


Renee Mayweather, Pro se

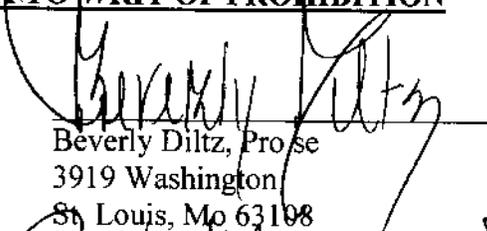

Dean Meriwether, Representing Self

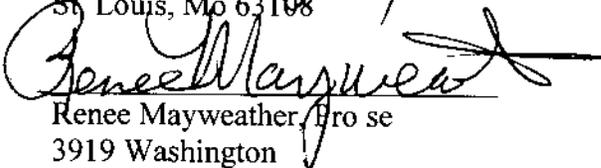

Robert J. Dellamano, Representing Self

IN THE UNITED STATES COURT OF APPEALS FOR THE
EIGHTH CIRCUIT

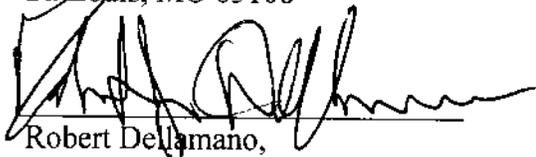
In re:)
)
Beverly Diltz,)
Renee Mayweather,)
Dean Meriwether,) Case No. _____
and)
Robert J. Dellamano,)
Petitioners)
)
v.)
)
Charles E. Rendlen III, United)
States Bankruptcy Judge,)
Respondent.)

APPENDIX TO WRIT OF PROHIBITION


Beverly Diltz, Pro se
3919 Washington
St. Louis, Mo 63108


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3919 Washington
St. Louis, Mo 63108


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Representing Self
3919 Washington
St. Louis, MO 63108


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

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

In re:	§	Case No. 16-402 _____
	§	
Critique Services L.L.C.,	§	
Beverly Holmes Diltz,	§	Business of the Court
James C. Robinson,	§	
Robert J. Dellamano,	§	
Dean D. Meriwether, and	§	
Renee Mayweather,	§	
Respondents.	§	

ORDER TO SHOW CAUSE WHY THE ABOVE-NAMED PERSONS AND ENTITY SHOULD NOT BE PERMANENTLY AND FOREVER BARRED FROM PROVIDING BANKRUPTCY SERVICES IN THIS DISTRICT

The three above-referenced attorneys, James C. Robinson, Robert J. Dellamano, and Dean D. Meriwether (the "Critique Services Attorneys") work at the "bankruptcy services" business known as "Critique Services" (the "Critique Services Business").

As the Court has noted in previous orders, the Critique Services Business is a massive rip-off operation that operates primarily out of an office at 3919 Washington Blvd., St. Louis, Missouri. It preys on primarily low-income, minority persons from the metropolitan St. Louis area. The business is operated through Critique Services L.L.C., a limited liability company owned by Beverly Holmes Diltz (a highly disreputable non-attorney who has been repeatedly sanctioned and enjoined by the Court from unlawful activities, such as the unauthorized practice of law). Diltz's long-time office manager in this scam business is Renee Mayweather, who herself has been enjoined from the unauthorized practice of law and has had her ability to provide bankruptcy services to the public in this District severely limited by Court order.

As has been established in various other cases before this Court, clients come to the office of the Critique Services Business seeking representation in their bankruptcy cases, and are promised—and pay for—legal representation. However, the business is deliberately designed not to provide any meaningful

legal services. While the Critique Services Business is always affiliated with one or two attorneys (the "Critique Services Attorneys"), these attorneys are dummy-attorneys. Their presence is just part of the scam. The role of the Critique Services Attorneys is not to provide actual legal services; it is to rent-out their signatures and bar card numbers, which are placed on pleadings and papers prepared by unqualified non-attorney staff persons. The Critique Services Attorneys have little to do with the clients and nothing to do with the collection and handling of their own fees. No one really knows what happens to the client's fees once they are collected by Mayweather and other non-attorney staff persons, although it is clear that the fees are not held in trust accounts. And while the Critique Services Business is an all-cash operation, neither Critique Services L.L.C. nor Diltz have filed income tax returns in three years.

The Critique Services Attorneys are all currently suspended from the privilege of practicing law before this Court for various acts of professional misconduct, malfeasance and dishonesty. They have lied to the Court in federal pleadings, abandoned clients, allowed non-attorney staff persons to provide legal services, promised legal services that were never rendered, and committed contempt of Court. They have disobeyed the Local Bankruptcy Rules and refused to comply lawful court orders. They have been suspended and sanctioned. They have each had multiple referrals to the appropriate bar licensing authorities. There have been near-countless orders to disgorge fees entered against them, as their abandoned client have filed motions to disgorge with the Court, asking for their fees to be returned to them pursuant to Bankruptcy Code § 329(b).

Recently, a well-respected attorney who practices bankruptcy law in the St. Louis area, T.J. Mullin, sent a letter to the Court. In the letter, Mr. Mullin discloses that he came into possession of a certain document from one of his clients—a client who is a former client of Dellamano and the Critique Services Business. He attached to his letter both a copy of his client's Attorney Retainer Agreement with Dellamano (with his client's name redacted) and a second

document, marked "News Release," which his client was given by the Critique Services Business when she retained Dellamano. (Attachment A.)

The "News Release" is the document upon which this Order is based. It suggests that it is a legitimate piece of journalism, being marked "News Release." Notably, however: no author is listed; no news source is listed; no publication is listed; it contains no internal sourcing; and it lacks journalistic style or integrity. That is, it appears to be ginned-up. Moreover, it has a ridiculously and blatantly false and inflammatory title: "Judge Denies African-Americans Access to St. Louis Bankruptcy Court." (Of course, absolutely no such thing occurred.) The content of the "New Article" falsely characterizes court orders, falsely characterizes the basis for judicial rulings, falsely characterizes the effect and results of rulings, and falsely claims that African-Americans are being denied access to the bankruptcy courts. The article even tries to connect the situation with the Critique Services Business with the recent events in Ferguson, Missouri.

The Court is almost without words to describe how appalling and despicable the use of the false "News Release" is. The Critique Services Business and its attorneys have stooped to an almost-unimaginable low. The Critique Services Business and its attorneys—*members of the Bar who owe duties of honesty to their clients*—are trying to dupe their clients with a document that they pass off as a legitimate "news." They suggest racism where there was none, in an effort to cover up their own rip-off of a primary low income and minority community. They invoke Ferguson—one of the most painful events in recent St. Louis history—in a completely illegitimate comparison to their circumstances. This is the complete absence of shame.

It is entirely possible that the Critique Services Business simply created this "News Release." The Critique Services Attorneys have already been held in contempt by this Court in connection with creating and using false court document. *In re Lawanda Watson* (Case No. 11-42250). They have already shown that they have no problem creating and using misleading documents. However, regardless of whether the Critique Services Business created this "News Release," or if someone out side the business created it, its use by the

Critique Services Business and its attorneys in connection with obtaining attorney's fees is professionally reprehensible. The "News Release" has no basis in reality—and the persons at the Critique Services Business know this. It is just the phony story they are selling—apparently on the hope that if they lie long enough, and loudly enough, and often enough, maybe their lie will become true. The use of the News Article is nothing other than an effort to paint a completely false history of the consequences of the unlawful and unprofessional activities of persons affiliated with the Critique Services Business.

The First Amendment guarantees freedom of expression. Those affiliated with the Critique Services Business are free to spout whatever falsehoods they want. However, the First Amendment does not guarantee a right to freedom from the consequences of making misleading representations to clients regarding the basis of judicial decisions and legal consequences. Operating in bad faith in cases before, or anticipated to be before, this Court is a sanctionable act.

The Court hereby **DIRECTS** each of the following persons affiliated with the Critique Services Business—Critique Services L.L.C., Beverly Holmes Diltz, Renee Mayweather, James C. Robinson, Dean D. Meriwether, and Robert J. Dellamano—to show cause why he/she/it should not be permanently **BARRED** from providing any bankruptcy-related services, of any sort, to the general public or to any attorney or business serving the general public. Each has until **12:00 P.M., Thursday, February 25, 2016** to file a response.

In addition, the Court **DIRECTS** Mr. Mullin to put his information into an affidavit and file such affidavit by **5:00 P.M., Monday, February 22, 2016**.


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

DATED: February 16, 2016
St. Louis, Missouri
sec

Copies mailed overnight delivery to:

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

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

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

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

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

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

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

ATTACHMENT A

Page 7 of 8
LAW OFFICE
OF
T. J. MULLIN, P. C.
Attorney at Law

201 S. Central Ave. Suite 103
Clayton MO 63105

314-862-7474

The Honorable Charles Rendlen III
U. S. Bankruptcy Court
111 S. 10th Street
St. Louis MO 63102

February 11, 2016

Dear Judge Rendlen:

Recently I had a client come in to file a Chapter case. Previously she had consulted with Critique and paid them a fee to file her case, but after waiting a long time to get it done, she discontinued working with them and sought my help.

While she was in, she showed me the enclosed two documents which I thought were quite interesting in light of current developments. I thought you might be interested in seeing how Critique is currently handling the issues and what they are reporting to their customers about the on-going matter.

The one document seems to indicate that they claim to provide legal services and have hired a new attorney. Odd, given their other positions. Frankly, it seems to me that someone ought to alert the new attorney to the issues before he is engulfed also.

As to the other document, I wonder if they really believe what they are saying, or are doing it merely to excuse their actions. If they believe it, I must say it seems that they are not mentally right. If they do not believe it and are just doing it to excuse their actions, well, at least it makes some sense and is not simply delusional.

Yours truly,


T. J. Mullin

TJM/dg
Enclosures

319-533-4357

Robert Dellamano

DISCLOSURE AND RETAINER AGREEMENT FOR LEGAL REPRESENTATION

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

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

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

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

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

Client

Dec 15, 2015
Date

Attorney At Law

Date

Attorney At Law

Date

News Release



Judge Denies African Americans Access to St. Louis Bankruptcy Court

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

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

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

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

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

In the last 18 months Judge Rendlen has suspended 4 attorneys from Critique Services and threatens others. In June of 2014 Judge Rendlen suspension of a Critique Service attorney cause over 200 African Americans to be unrepresented. On December 18, 2015 Judge Rendlen again issued a suspension to a Critique Attorney causing hundreds more African Americans to be left unrepresented in bankruptcy court. The Judge's action may well lead to the failure of their cases.

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

Critique Service attorneys are seeking the reversal of Judge Rendlen before the 8th Circuit Court of Appeals and the District Court. In addition requests are being made to Judge Kathy Surratt-States and Judge Schermer to reverse the unconstitutional act of Judge Rendlen which has resulted in the abandonment of hundreds of African American, yet again.

United States Court of Appeals
For The Eighth Circuit
Thomas F. Eagleton U.S. Courthouse
111 South 10th Street, Room 24.329
St. Louis, Missouri 63102

Michael E. Gans
Clerk of Court

VOICE (314) 244-2400
FAX (314) 244-2780
www.ca8.uscourts.gov

February 25, 2016

Mr. Robert J. Dellamano
4849 State Route 15
Freeburg, IL 62243

Ms. Beverly Diltz
Ms. Renee Mayweather
Mr. Dean D. Meriwether
CRITIQUE SERVICES
3919 Washington Avenue
Saint Louis, MO 63108

RE: 16-1483 In Re: Beverly Diltz, et al

Dear Petitioners:

We have assigned your petition for a writ the case number shown above. Your case will be referred to a panel of judges for review. We will promptly advise you of the Court's ruling.

Please note that service by pro se parties is governed by Eighth Circuit Rule 25B. A copy of the rule and additional information is attached to the pro se party's copy of this notice.

On June 1, 2007, the Eighth Circuit implemented the appellate version of CM/ECF. Electronic filing is now mandatory for attorneys and voluntary for pro se litigants proceeding without an attorney. Information about electronic filing can be found at the court's web site www.ca8.uscourts.gov. In order to become an authorized Eighth Circuit filer, you must register with the PACER Service Center at <https://www.pacer.gov/psco/cgi-bin/cmecf/ea-regform.pl>. Questions about CM/ECF may be addressed to the Clerk's office.

Michael E. Gans
Clerk of Court

DMW

Enclosure(s)

cc: Ms. Dana McWay
Mr. Paul Randolph

District Court/Agency Case Number(s): 16-00402

Caption For Case Number: 16-1483

In re: Beverly Diltz; Renee Mayweather; Dean D. Meriwether; Robert J. Dellamano
Petitioners

Addresses For Case Participants: 16-1483

Mr. Robert J. Dellamano
4849 State Route 15
Freeburg, IL 62243

Ms. Beverly Diltz
CRITIQUE SERVICES
3919 Washington Avenue
Saint Louis, MO 63108

Ms. Renee Mayweather
CRITIQUE SERVICES
3919 Washington Avenue
Saint Louis, MO 63108

Mr. Dean D. Meriwether
CRITIQUE SERVICES
3919 Washington Avenue
Saint Louis, MO 63108

Ms. Dana McWay
U.S. BANKRUPTCY COURT, EASTERN MISSOURI
4th Floor
Thomas F. Eagleton Courthouse
111 S. Tenth Street
Saint Louis, MO 63102-0000

Mr. Paul Randolph
U.S. TRUSTEE'S OFFICE
Region 13 Eastern District of Missouri
Suite 6.353
111 S. Tenth Street
Saint Louis, MO 63102-0000

Eighth Circuit Court of Appeals

PRO SE Notice of Docket Activity

The following was filed on 02/25/2016

Case Name: In Re: Beverly Diltz, et al

Case Number: 16-1483

Docket Text:

PETITION for Writ of Prohibition (with attachments), filed by Petitioners Mr. Robert J. Dellamano, Ms. Beverly Diltz, Ms. Renee Mayweather and Mr. Dean D. Meriwether; (HAND DELIVERED); w/service by USCA8 on 02/25/2016 [4371150] [16-1483]

The following document(s) are associated with this transaction:

Document Description: Petition for Writ of Prohibition (with attachments)

Notice will be mailed to:

Mr. Robert J. Dellamano
4849 State Route 15
Freeburg, IL 62243

Ms. Beverly Diltz
CRITIQUE SERVICES
3919 Washington Avenue
Saint Louis, MO 63108

Ms. Renee Mayweather
CRITIQUE SERVICES
3919 Washington Avenue
Saint Louis, MO 63108

Mr. Dean D. Meriwether
CRITIQUE SERVICES
3919 Washington Avenue
Saint Louis, MO 63108

Notice will be electronically mailed to:

Attachment 140

Denial of Petition for Writ of Prohibition of Diltz, Mayweather, Meriwether, and
Dellamano, entered by the Eighth Circuit

**UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT**

No: 16-1483

In re: Beverly Diltz; Renee Mayweather; Dean D. Meriwether; Robert J. Dellamano

Petitioners

Appeal from U.S. Bankruptcy Court for the Eastern District of Missouri - St. Louis
(16-00402)

JUDGMENT

Before LOKEN, GRUENDER and KELLY, Circuit Judges.

Petition for writ of prohibition has been considered by the court and is denied. Mandate shall issue forthwith.

March 01, 2016

Order Entered at the Direction of the Court:
Clerk, U.S. Court of Appeals, Eighth Circuit.

/s/ Michael E. Gans