

**IN THE SUPREME COURT OF MISSOURI  
EN BANC**

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IN RE:

BERNARD F. EDWARDS

Respondent

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)

Supreme Court No. SC92013

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**RESPONDENT'S BRIEF**

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**BERNARD F. EDWARDS, JR #23020  
ATTORNEY AT LAW  
8431 Midland Blvd.  
St. Louis, MO 63114  
(314) 265-0537**

**PRO SE**

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### Statement of Jurisdiction

Jurisdiction over attorney discipline matters is established by Supreme Court Rule 5, and Section 484.040 R.S. MO.2000. Also, 42 USC 1981 (a) requires this court to protect Respondent from discrimination to make and enforce contracts as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses and exactions of every kind, and to no other. Section (b) defines “make and enforce contracts” and Section (c) protects against impairment...under color of State law.

The court has jurisdiction in this case to apply Article I Section 13 of the Missouri Constitution which requires that no contract can be abridged and no ex post facto law can effect a contract. In this case, there were two written contracts for legal services – one dated June 5, 2000, and the other dated May 6, 2002.

Also, the court has jurisdiction to apply Rule 4-1.6 (a) (b) and Rule 4-1.14 (a) (c).

### The Facts

On September 14, 2010, Informant alleged Count One, a complaint by Harry Maul dealing with a personal injury case and workers compensation case. Count Two, Informant alleged a complaint by Genatt Perry over a non-refundable fee with no written fee agreement in which the fee was \$6,000. Also in Count Two, Informant alleged that Genatt Perry lost her second job on March 7, 2002 from employer Pro Rehab, after settling a case on February 15, 2002 at federal mediation for \$10,000. Informant alleged in Count Three that Respondent utilized a form retainer agreement that had a non-refundable provision and that he failed to respond to a request for trust account banking statements and alleged that information provided for the months of February, March and April 2010 was not sufficient. Respondent filed an answer denying the charges raising the statute of limitations and Article I section 13 of the Missouri Constitution and that all bank records in Respondent's possession were forwarded to the Informant.

Respondent's answer requested that all information relied upon by the Informant be sent to the Respondent. This request for information to be sent to Respondent was ignored by the Informant, therefore, all exhibits introduced at the hearing were not submitted before trial. See Informant Brief page A18. Ms. Genatt Perry's health was an issue in the first

employment case and in the second case, Ms. Perry disclosed to the Respondent that she was locking her door to her office, she couldn't remember things and that she took off from work and didn't tell her employer (Transcript p 168 lines 1-25). In the second case, Ms. Perry did not disclose to the employer her need for medical care and that she could not cooperate in discovery. (Transcript p 85 lines 15-18). Also, Ms. Perry, during the representation by Respondent, admitted seeking treatment for suicidal thoughts (Transcript, p 80 lines 11-19, p 138 lines 1- 12).

In the first case, the legal fees were \$6,000 of which Ms. Perry paid \$3,500 before the case was settled. The remaining \$2,500 was deducted out of the \$10,000 settlement check that was issued after the federal mediation of all issues in her employment case. Rule 4-1.5 (a) (1)

There was no evidence that the Respondent disclosed Genatt Perry's medical information including feelings of suicide as the reasons for her lack of discovery (Transcript p 139 lines 13 – 25). Respondent did not withdraw because Ms. Perry was talking about killing herself (Transcript p 142 line 25, p 143, lines 1-5). The second case was dismissed with prejudice for failure to comply with discovery. In the second case, Ms. Perry paid a retainer of \$1,500 and the rest of the fee was contingent per written contract in 5/6/02. (See Informant Brief Ex. 6, A86).

### Suggestions in Opposition to Informant's Brief

Informant did not amend the information filed September 14, 2010, which was answered by Respondent on October 4, 2010. The three counts were heard on April 22, 2011 by a Disciplinary Hearing Panel whose decision in good faith is being appealed to the Supreme Court.

### Respondent's Defense to Count I

Respondent testified that he did not receive the lawful request for information in a timely manner. The letter from Informant was not delivered to the Respondent by the receptionist of the Shell Building in which his office was located. It was eventually found by the Respondent before the hearing. Respondent submits that his response to the charges in good faith is a mitigating circumstance to the situation. Rule 4-8.1 (c)

### Respondent's Defense to Count II – Iron Mountain

Respondent argues that Ms. Perry was mistaken, that there was a written contract concerning the Iron Mountain case. A copy of the written contract was found after the hearing and submitted to the court to show that if this information had been provided to the panel, then their conclusions would have been different. (See Respondent's Brief Ex. E) Rule 4-1.5(a); Rule 4-1.5(c)

The records show that Respondent represented Ms. Perry from May 6, 2000 to settlement dated April 3, 2002. Ms. Perry erroneously testified that she didn't sign a settlement agreement, but Respondent produced a settlement agreement at the hearing. There was no evidence that \$6,000 was an unreasonable fee for an employment case that settled for out-of-pocket costs and a neutral reference. (See Exhibit A). Rule 4-1.5 (a) (1)

#### Respondent's Defense to Count II – Pro Rehab Case

Respondent, in his defense, admitted that he made a mistake by filing out-of-time Ms. Perry's state claim of age and race discrimination. Respondent had been representing Ms. Perry on this matter since May 6, 2002. Respondent had no notice of her dispute concerning his fee until February 10, 2010 and on September 23, 2010, Respondent refunded Ms. Perry \$1, 500 of the retainer she had previously paid. (See A89, A90 Ex 12). Ms. Perry became mentally ill and suicidal and Respondent protected this confidential information and situation pursuant to Rule 4-1.6 (a) (b) (3) and Rule 4-1.14 (a) (c).

Further cross-examination of Ms. Perry would have revealed that the Respondent arranged an appointment with the Department of Psychiatry at Washington University for her to be seen for her mental illness. Also, that

the Respondent requested that Ms. Perry confer with her psychiatrist as to whether or not she should continue with the Pro Rehab litigation that was pending in U.S. District Court. Rule 4-1.14 (a) (b) Ms. Perry, after conferring with her psychiatrist, consented to the dismissal of her case without compliance to discovery to guarantee that her medical situation would not be revealed. Respondent discovered that she did not have a race case based on her medical condition and advised her accordingly. These facts would have been developed if the Respondent had been allowed to cross-examine Ms. Perry concerning her medical condition and representations to Respondent. (Transcript p 70 line 12; p 80 lines 11-12 and lines 20-25; p 81 lines 14-25; p82 lines 1-6; p 83 lines 7-12). Respondent could not guarantee that if he requested the case be dismissed without prejudice that the court would not require a good cause reason for the dismissal - which in this case was Ms. Perry's medical condition which Respondent could not reveal without her consent. Rule 4-1.6 (a) (b) (1) (3)

### Respondent's Defense to Count III

Respondent testified that a retainer fee is non-refundable when earned and that by the time the fee was collected that Respondent had earned the retainer. Respondent sent all the information he had concerning the U S Bank overdraft and bank records clearly showed that the bank had erroneously charged his account for counter checks and printing checks.

Rule 4-1.15 (b) In good faith, Respondent believed that, under the circumstances, erroneous charges caused the overdraft and that he had therefore complied. (See Exhibits A81, A82). Clearly from the bank records, \$21.25 was charged as a check printing charge plus a \$6.00 counter check usage fee.

Respondent at all times submitted all records of the U S Bank IOLTA account. (See Exhibits A81, A82, A83, A84). Respondent believes that, under these circumstances, that the July 1, 2010 request would violate attorney-client privilege without a release from a complaining client. Rule 4-1.6 (a)

## Conclusion

Respondent offered the affidavit of Michael C. Williams who would have testified that the legal files of Respondent were destroyed on February 5, 2010. These files contained information that the hearing panel could not review and reasonably explained why the Respondent did not have more records on the Perry case on April 22, 2011. Respondent admitted his error in the Perry case of not filing a state case on time and refunded her legal fee and kept confidential the information concerning her forgetfulness, mental illness and suicidal thoughts. Rule 4-1.14 (a) Rule 4-1.6 Confidentiality of Information. Rule 4-1.6 (b) (1) implies that the lawyer may take action to prevent the death of a client. In good faith, the Respondent believed that Ms. Perry could not cooperate with discovery in the Pro Rehab case because of her medical condition.

Respondent, for the first time at the Disciplinary Panel Hearing, asked questions concerning Ms. Perry's mental health and admissions to him. To establish a defense on behalf of the lawyer is a controversy between the lawyer and client pursuant to Rule 4.1.6 (b) (3).

Respondent respectfully requests the court to change the suggested discipline to an admonishment and requirement to attend Missouri Bar-sponsored ethics seminars.

Respectfully submitted

By/s/Bernard F. Edwards, Jr.  
Bernard F. Edwards, Jr.  
#23020  
8431 Midland Blvd.  
St. Louis, MO 63114  
314-265-0537 Direct  
314-426-4004 FAX  
bernardfedwards@yahoo.com

County of St. Louis                    )  
  )   SS  
State of Missouri                    )  
  )  
  )

I, Bernard F. Edwards, Jr. being of lawful age and first being duly sworn state that the alleged facts in Respondent’s Brief herein are true and correct to my best knowledge and belief.

/s/Bernard F. Edwards, Jr.  
Bernard F. Edwards, Jr. #23020

Subscribed and sworn to before me, a notary this 3 day of January, 2012.

My Commission Expires July 18, 2015

/s/Christine M. Schiff  
Christine M. Schiff #11059757  
Notary Public  
St. Charles County, MO

**CERTIFICATION: RULE 84.06(c)**

I certify to the best of my knowledge, information and belief, that this brief:

1. Includes the information required by Rule 55.03;
2. Complies with the limitation contained in Rule 84.06 (b);
3. Contains 1,905 words, according to Microsoft Word, which is the word processing system used to prepare this brief; and
4. That this document is virus-free.

/s/Bernard F. Edwards, Jr.  
Bernard F. Edwards

## Appendix

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**Bernard F. Edwards Jr.**  
**Attorney and Counselor at Law**  
**The Shell Building**

Exhibit E

1221 Locust Street - Suite 1000  
St. Louis, Missouri 63103  
314/621-6068

CONTRACT FOR LEGAL SERVICES

6/5, 2000

I hereby retain and employ Bernard F. Edwards, Jr., as my attorney to represent me in Service letter, e-COC complaint, loss of pay.  
and against peasant meets d/b/g Iron Mountain  
and/or any others who may be liable to me in the matter mentioned above. Retainers are non-refundable.

I agree to pay said attorney's fees as follows (initial one):  
\$ 150 per hour for all legal services rendered in this matter. Retainer \$2,500 plus travel  
\$ \_\_\_\_\_ of whatever may be recovered from said claim whether by suit settlement or any other matter.  
\$ \_\_\_\_\_ One-half whatever may be recovered from said claim if a second trial or an appeal to the Appellate or Supreme Court becomes necessary.  
\$ \_\_\_\_\_ as a fixed fee for the following services:  
\_\_\_\_\_  
\_\_\_\_\_

I, (We), further agree to make payments for cost and these services in the following manner (initial one):  
\$ 1,500 Cash in advance.  
\$ \_\_\_\_\_ in advance (not less than 1/2) and remainder of the fee prior to formal initiation of any action.  
\$ \_\_\_\_\_ monthly for \_\_\_\_\_ months.

Hourly charges payable upon receipt of monthly statement.

I agree that associate counsel may be employed at the discretion and expense of my attorneys, and that any attorney so employed may be designated to appeal on my behalf or undertake my representation in this matter.

I further agree that in addition to the above attorney's fees, all court costs, subpoena costs, photos, depositions, court reporter costs, reports, witness statements, and all other out-of-pocket expenses directly incurred in investigation or litigating this claim shall be paid by the undersigned, and that said expense and attorney's fees may be deducted from the proceeds of any recovery. All court costs and filing fees must be paid prior to filing.

I have received a copy of this contract.

[Signature]  
Client

\_\_\_\_\_  
Client

The above employment is hereby accepted on the terms stated, and if on a percentage contingent fee basis, we agree to make no charge for services unless recovery is had in this matter. In addition, we agree to make no settlement without the consent of the claimant.

BY: [Signature]  
Attorney

Copy of contract given to client.

EXJ

Affadavit

I, Michael C. Williams, being of lawful age upon my oath state as follows:

- 1) that I am a resident of the City of St. Louis State of Missouri at  
2002 Saint Louis Ave  
St. Louis, MO 63106
- 2) that I am the editor and publisher of the St. Louis Sentinel Journal that was previously located at 2900 N. Market St., St. Louis, MO until February 5, 2010 as a tenant of Mary Whorton;
- 3) that Bernard F. Edwards Jr. stored legal files , books and furniture with me at the 2900 N. Market location on or about 2/5/2010 in the city of St. Louis;
- 4) that on 2/5/2010 without notice to me, I B Property Holdings LLC in Case no. 0922-AC16328 in the 22<sup>nd</sup> Judicial Court, St. Louis, Missouri 63103 executed a judgement against Mary Whorton for possession of the premises located at 2900 N. Market St. Louis, MO 63103;
- 5) that Mr. Bernard F. Edwards' legal files, books and furniture were thrown out on 2/5/2010 and I did not give him notice because I was not notified in a timely manner of this circumstance by the plaintiff in case no. 0922-AC 16327 and case no. 0922-AC-16328, certified copies attached;

Exhibit J.

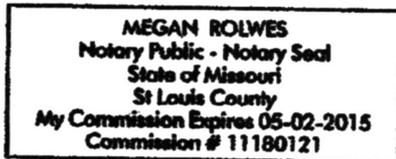
6) the legal files, books and furniture of Bernard F. Edwards Jr. were destroyed by the movers on 2/5/2010;

7) that on April 22, 2011, I was not available as a witness, due to the illness of my mother, to verify the destruction of Bernard F. Edwards Jr.'s legal files at a hearing of the Disciplinary Hearing Panel.

Michael C. Williams

Michael C. Williams

Subscribed and sworn to this 27<sup>th</sup> day of December, 2011 before me, a notary.



Megan Rolwes

Notary



IN THE 22<sup>ND</sup> JUDICIAL CIRCUIT COURT, ST. LOUIS CITY, MISSOURI

EXX

CIRCUIT CLERK'S OFFICE  
MARKET V. FARM 174

2010 FEB -2 PM 2:15 ✓

EXECUTION DEPT.

Judge or Division: 27	Case Number: 0922-AC16328	(Date Filed Stamp)
Petitioner(s): IB Property Holdings c/o Bayview Loan Servicing	Please Issue: <input checked="" type="checkbox"/> General Execution <input type="checkbox"/> Garnishment <input type="checkbox"/> Sequestration	
vs.	Date Judgement Entered Against Debtor: 1/14/10	(Date Filed Stamp)
Respondent(s) Mary Whorton John Doe, Mary Roe	Original Amount of Judgment: possession only	Requested Return Date: <input type="checkbox"/> 30 Days <input checked="" type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> 120 Days <input type="checkbox"/> 150 Days <input type="checkbox"/> 180 Days

Executed the within Writ in the City of St. Louis, Missouri Execution/Garnishment/Sequestration: Application and Order

To (County): St. Louis City	placing the named plaintiff in possession of the described premises at 2900 N. Market	Amount Remaining Unpaid (To be completed by Applicant)
Debtor/Address: 2900 <sup>N</sup> Market St 2nd Floor, St. Louis MO	JAMES W. MURPHY, Sheriff by Davis	\$
Debtor's SSN:	Interest	\$
Requested by: Michael boyd	MO Bar No. 53870	Court Costs (Paid by party / atty)
Attorney for: Petitioner	Date: 2-1-10	Deputy Sheriff
<input checked="" type="checkbox"/> A judgment was entered on the above referenced date and remains unsatisfied. <input type="checkbox"/> The garnishor knows or has good reason to believe that the garnishee is indebted to debtor, that the garnishee is obligated to make periodic payments to debtor, or that the garnishee has control or custody of property belonging to debtor.	Attorney's Fees	\$
	Taxes	\$
Signature: <i>Michael Boyd</i>	Child Support/Maint under 12 wks.	\$
	Child Support/Maint over 12 wks.	\$
Address & Telephone Number: 701 Market St #1210 St. Louis MO 63101 314-241-4747	SUBTOTAL	\$
	To Be Completed By Clerk	
	Costs Due to Court	\$
	Sheriff's Commission	\$
	Fee for Service	\$
	TOTAL DUE	\$

Return Possession Only

**Instructions for Service (to be completed by Applicant)**  
Include applicable instructions such as, name and address of garnishee; description of property; location of bank account; for a sequestration, include political subdivision, department, and name and title of disbursing officer.

Immediate possession of 2900<sup>N</sup> Market St, 2nd Floor, St. Louis MO 63107  
Agent: Marc Kutten 314-785-0400 Movers: Landlords moving Service  
WAREHOUSE

**Writ of Execution (To Be Completed by Court Clerk)**  
The State of Missouri to the Sheriff of any County in the State of Missouri:  
Because a judgment was entered against the above debtor in this court and there is a balance, accrued interest, and costs as stated above, unpaid from said judgment, you are commanded to execute this writ by following the instructions on the reverse side of this writ and on the return date shown below to certify to this court how you executed this writ.  
Mail Funds To: CIRCUIT CLERK, ATTN: FINANCE DEPT., 10 NORTH TUCKER, ST. LOUIS, MO 63101 (Include the case number)

Issued (County): ST LOUIS CITY	Execution No.: 10 Exec 201	Date Issued: 2-3-10
Return Date: 4-5-10	By (Clerk): <i>D. Owen</i>	

**Summons to Garnishee**

To: 2900<sup>N</sup> Market St 2nd Floor

You are notified that I have attached all goods, personal property, money, credit, bonds, bills, notes, checks, choices in action, or other effects and all debts owed to the above named debtor that are in your possession or charge under our possession or charge or under your control from this time until the return date or a sufficient sum to satisfy the total amount of garnishment shown above. You are further notified to file your answers to the interrogatories served within ten days after the above return date.

Date:	Sheriff/Server:
County: <i>Exhibit K</i>	Service Acknowledged By:

MISSOURI CIRCUIT COURT  
TWENTY-SECOND JUDICIAL CIRCUIT  
(City of St. Louis)

285

FILED  
CLERK'S OFFICE  
JAN 14 2010 V. FAVAZZA

2010 JAN 14 AM 9:48

IB Property Holdings LLC 40 Bayview loan SUBVISION 27  
VS.

Mary Whorton, John Doe, Mary Roe

No. 0922-AC16328 Div 27

Date: 1-14

ENTERED 2010

JAN 14 2010

SJA

JUDGMENT

- CONSENT, parties appear and agree to the judgment below:
- DEFAULT, plaintiff appears, defendant fails to appear.
- TRIAL by COURT, parties appear, testimony adduced.

Non-Military affidavit filed.

Findings that complainant was lawfully possessed of the premises, and that defendant unlawfully detained the same, that complainant has sustained damages of

\$ N/A and that the value of the monthly rent and profits is  
\$ N/A.

It is therefore considered and adjudged that the complainant IB Property Holdings LLC

have restitution of the premises found to have been unlawfully detained,

To wit: 2900 Market St. 2nd Floor, St. Louis, MO 63106

And further, that complainant have and recover of Mary Whorton, John Doe, Mary Roe

The sum of \$ 0 Dollars, double the sum found for his damages;

and also \$ 0 Dollars, double the sum found per month for rent and

profit, from this 14 day of January, 20 10, until restitution is made, together with cost.

Michelle B... #53870  
Plaintiff 314-241-4747

Defendant

SO ORDERED:

[Signature]  
JUDGE

STATE OF MISSOURI )  
 )ss  
CITY OF ST. LOUIS )

I, M. JANE SCHWEITZER, Clerk of the Circuit Court within and for the City of St. Louis, State of Missouri, do hereby certify that the foregoing are true copies of original documents on files and recorded in my office for the following case

**JUDGMENT AND EXECUTION/GARNISHMENT/SEQUESTRATION: APPLICATION AND ORDER**

**St. Louis City case number 0922-AC16328**

WITNESS my hand and SEAL of said Court this 23rd day of December, 2011.

*M. Jane Schweitzer*

**M. Jane Schweitzer  
Circuit Clerk**

By: *Maup Kay Barton*  
**Deputy Clerk**



SEAL of the CIRCUIT COURT



# IN THE 22<sup>ND</sup> JUDICIAL CIRCUIT COURT, ST. LOUIS CITY, MISSOURI

2010 FEB -2 PM 2:19  
EXECUTION DEPT.  
(Date Filed) ERK

Judge or Division: 27	Case Number: 0922-AC16327
Petitioner(s): IB Property Holdings c/o Bayview Loan Servicing	Please Issue: <input checked="" type="checkbox"/> General Execution <input type="checkbox"/> Garnishment <input type="checkbox"/> Sequestration
	Date Judgement Entered Against Debtor: 1-14-2010
Respondent(s): Mary Whorton, John Doe Mary Roe	Original Amount of Judgment: possession only
Requested Return Date: <input type="checkbox"/> 30 Days <input checked="" type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> 120 Days <input type="checkbox"/> 150 Days <input type="checkbox"/> 180 Days	

## Executed Execution/Writ in the City of St. Louis, Missouri this 5 day of Feb 2010

To (County): Missouri	Amount Remaining Unpaid (To be completed by Applicant)
Debtor/Address: 2900 Market St, 1st Fl., St. Louis MO 63106	Principal \$
by: Michael Boyd	Interest \$
Debtor's SSN:	Court Costs (Paid by party / atty) \$
Requested by: Michael Boyd	Attorney's Fees \$
Attorney for: Plaintiff	Taxes \$
Date: 2/1/10	Child Support/Maint under 12 wks. \$
<input checked="" type="checkbox"/> A judgment was entered on the above referenced date and remains unsatisfied. <input type="checkbox"/> The garnishor knows or has good reason to believe that the garnishee is indebted to debtor, that the garnishee is obligated to make periodic payments to debtor, or that the garnishee has control or custody of property belonging to debtor.	Child Support/Maint over 12 wks. \$
	<b>SUBTOTAL \$</b>
Signature: <i>Michael Boyd</i>	<b>To Be Completed By Clerk</b>
Address & Telephone Number: 314-241-4747	Costs Due to Court \$
701 Market #1210, St. Louis MO 63101	Sheriff's Commission \$
	Fee for Service \$
	<b>TOTAL DUE \$</b>

Possession Only

**Instructions for Service (to be completed by Applicant)**  
 Include applicable instructions such as, name and address of garnishee; description of property; location of bank account; for a sequestration, include political subdivision, department, and name and title of disbursing officer.  
Immediate possession of 2900 Market, 1st Floor, St. Louis 63106  
 Agent Marc Kutten 314-785-0400 Movers: Landlords Moving Service  
 warehouse

**Writ of Execution (To Be Completed by Court Clerk)**  
 The State of Missouri to the Sheriff of any County in the State of Missouri:  
 Because a judgment was entered against the above debtor in this court and there is a balance, accrued interest, and costs as stated above, unpaid from said judgment, you are commanded to execute this writ by following the instructions on the reverse side of this writ and on the return date shown below to certify to this court how you executed this writ.  
 Mail Funds To: CIRCUIT CLERK, ATTN: FINANCE DEPT., 10 NORTH TUCKER, ST. LOUIS, MO 63101 (Include the case number)

Issued (County): ST LOUIS CITY	Execution No.: 10-Exec-204	Date Issued: 2-3-10
Return Date: 4-5-10	By (Clerk): <i>[Signature]</i>	

**Summons to Garnishee**  
 To: 2900<sup>N</sup> Market 1st Floor  
 You are notified that I have attached all goods, personal property, money, credit, bonds, bills, notes, checks, choices in action, or other effects and all debts owed to the above named debtor that are in your possession or charge under our possession or charge or under your control from this time until the return date or a sufficient sum to satisfy the total amount of garnishment shown above. You are further notified to file your answers to the interrogatories served within ten days after the above return date.

Date: <i>Exhibit K</i>	Sheriff/Server:
County: <i>Exhibit K</i>	Service Acknowledged By:

MISSOURI CIRCUIT COURT  
TWENTY-SECOND JUDICIAL CIRCUIT  
(City of St. Louis)

FILED  
CLERK'S OFFICE  
MARK T. FAVAZZA  
2010 JAN 14 AM 9:47

955

IB Property Holdings LLC 40 Division 27 loan  
VS. Services

Mary Whorton, John Doe & ~~Jane Doe~~ Mary Roe

No. 0922-AC16327 Div 27

Date: 1-14 20 10

JUDGMENT

- CONSENT, parties appear and agree to the judgment below:
- DEFAULT, plaintiff appears, defendant fails to appear.
- TRIAL by COURT, parties appear, testimony adduced.

ENTERED  
JAN 14 2010  
SJR

Non-Military affidavit filed.

Findings that complainant was lawfully possessed of the premises, and that defendant unlawfully detained the same, that complainant has sustained damages of \$ N/A and that the value of the monthly rent and profits is \$ N/A.

It is therefore considered and adjudged that the complainant IB Property Holdings LLC

have restitution of the premises found to have been unlawfully detained,

To wit: 2900 N. Market, 1st Floor, St. Louis, MO 63106

And further, that complainant have and recover of Mary Whorton, John Doe & Mary Roe

The sum of \$ 0 Dollars, double the sum found for his damages;

and also \$ 0 Dollars, double the sum found per month for rent and profit, from this 14 day of January, 20 10, until restitution is made, together with cost.

Mich Bazel #53870  
Plaintiff 314-241-4747

Defendant

SO ORDERED:

[Signature]  
JUDGE

STATE OF MISSOURI            )  
  )ss  
CITY OF ST. LOUIS            )

I, M. JANE SCHWEITZER, Clerk of the Circuit Court within and for the City of St. Louis, State of Missouri, do hereby certify that the foregoing are true copies of original documents on files and recorded in my office for the following case

**JUDGMENT AND  
EXECUTION/GARNISHMENT/SEQUESTRATION: APPLICATION  
AND ORDER**

**St. Louis City case number 0922-AC16327**

**WITNESS my hand and SEAL of said Court this 23rd day of  
December, 2011.**

*M. Jane Schweitzer*

**M. Jane Schweitzer  
Circuit Clerk**

By: *Maup Kay Barton*  
**Deputy Clerk**



**SEAL of the CIRCUIT COURT**



## Clerk Handbooks

### Supreme Court Rules

<b>Subject:</b> Rule 4 - Rules Governing the Missouri Bar and the Judiciary - Rules of Professional Conduct	<b>Section/Rule:</b> 4- 1. 5
<b>Topic:</b> Client-Lawyer Relationship - Fees	<b>Publication / Adopted Date:</b> August 19, 1994
	<b>Revised / Effective Date:</b> January 1, 2008

#### **RULE 4-1.5: FEES**

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and

<<A12>>

(8) whether the fee is fixed or contingent.

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Rule 4-1.5 (d) or other law. A contingent fee agreement shall be in a writing signed by the client and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; litigation and other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

(d) A lawyer shall not enter into an arrangement for, charge, or collect:

- (1) any fee in a domestic relations matter the payment or amount of which is contingent upon the securing of a divorce or dissolution of the marriage or upon the amount of maintenance, alimony or support or property settlement in lieu thereof; or

(2) a contingent fee for representing a defendant in a criminal case.

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the association and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

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(f) When a fee dispute arises between a lawyer and a client, the lawyer shall conscientiously consider participating in the appropriate fee dispute resolution program. This does not apply if a fee is set by statute or by a court or administrative agency with authority to determine the fee.

## COMMENT

### **Reasonableness of Fee and Expenses**

[1] Rule 4-1.5(a) requires that lawyers charge fees that are reasonable under the circumstances. The factors specified in Rule 4-1.5(a)(1) to (8) are not exclusive. Nor will each factor be relevant in each instance. Rule 4-1.5(a) also requires that expenses for which the client will be charged must be reasonable. A lawyer may seek reimbursement for the cost of services performed in-house, such as copying, or for other expenses incurred in-house, such as telephone charges, either by charging a reasonable amount to which the client has agreed in advance or by charging an amount that reasonably reflects the cost incurred by the lawyer.

### **Basis or Rate of Fee**

[2] When the lawyer has regularly represented a client, they ordinarily will have evolved an understanding concerning the basis or rate of the fee and the expenses for which the client will be responsible. In a new client-lawyer relationship, however, an understanding as to fees and expenses must be promptly established. Generally, it is desirable to furnish the client with at least a simple memorandum or copy of the lawyer's customary fee arrangements that states the general nature of the legal services to be provided, the basis, rate or total amount of the fee, and whether and to what extent the client will be responsible for any costs, expenses or disbursements in the course of the representation. A written statement concerning the terms of the engagement reduces the possibility of misunderstanding.

[3] Contingent fees, like any other fees, are subject to the reasonableness standard of Rule 4-1.5(a). In determining whether a particular contingent fee is reasonable, or whether it is reasonable to charge any form of contingent fee, a lawyer must consider the factors that are relevant under the circumstances. Applicable law may impose limitations on contingent fees, such as a ceiling on the percentage allowable, or may require a lawyer to offer clients an alternative

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basis for the fee. Applicable law also may apply to situations other than a contingent fee, for example, government regulations regarding fees in certain tax matters.

## **Terms of Payment**

[4] A lawyer may require advance payment of a fee, but is obliged to return any unearned portion. See Rule 4-1.16(d). A lawyer may accept property in payment for services, such as an ownership interest in an enterprise, providing this does not involve acquisition of a proprietary interest in the cause of action or subject matter of the litigation contrary to Rule 4-1.8(i). However, a fee paid in property instead of money may be subject to the requirements of Rule 4-1.8(a) because such fees often have the essential qualities of a business transaction with the client.

[5] An agreement may not be made whose terms might induce the lawyer improperly to curtail services for the client or perform them in a way contrary to the client's interest. For example, a lawyer should not enter into an agreement whereby services are to be provided only up to a stated amount when it is foreseeable that more extensive services probably will be required, unless the situation is adequately explained to the client. Otherwise, the client might have to bargain for further assistance in the midst of a proceeding or transaction. However, it is proper to define the extent of services in light of the client's ability to pay. A lawyer should not exploit a fee arrangement based primarily on hourly charges by using wasteful procedures.

## **Prohibited Contingent Fees**

[6] Rule 4-1.5(d) prohibits a lawyer from charging a contingent fee in a domestic relations matter when payment is contingent upon the securing of a divorce or dissolution of the marriage or upon the amount of maintenance, alimony or support or property settlement to be obtained. This provision does not preclude a contract for a contingent fee for legal representation in connection with the recovery of post-judgment balances due under maintenance, support, alimony, or other financial orders because such contracts do not implicate the same policy concerns.

## **Division of Fee**

[7] A division of fee is a single billing to a client covering the fee of two or more

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lawyers who are not in the same firm. A division of fee facilitates association of more than one lawyer in a matter in which neither alone could serve the client as well and, most often, is used when the fee is contingent and the division is between a referring lawyer and a trial specialist. Rule 4-1.5(e) permits the lawyers to divide a fee either on the basis of the proportion of services they render or if each lawyer assumes responsibility for the representation as a whole. In addition, the client must agree to the association and the agreement must be confirmed in writing. It does not require disclosure to the client of the share that each lawyer would receive. Contingent fee agreements must be in a writing signed by the client and must otherwise comply with Rule 4-1.5(c). Joint responsibility for the representation entails financial and ethical responsibility for the representation as if the lawyers were associated in a partnership. A lawyer should only refer a matter to a lawyer whom the referring lawyer reasonably believes is competent to handle the matter. See Rule 4-1.1.

[8] Rule 4-1.5(e) does not prohibit or regulate division of fees to be received in the future for work done when lawyers were previously associated in a law firm.

*(Adopted August 19, 1994, eff. September 1, 1995, Rev. July 1, 2007, Amended October 2, 2007, eff. January 1, 2008)*

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## Clerk Handbooks

### Supreme Court Rules

<b>Subject:</b> Rule 4 - Rules Governing the Missouri Bar and the Judiciary - Rules of Professional Conduct	<b>Section/Rule:</b> 4- 1. 6
	<b>Publication / Adopted Date:</b> August 19, 1994
<b>Topic:</b> Client-Lawyer Relationship - Confidentiality of Information	<b>Revised / Effective July 1, 2007 Date:</b>

#### **RULE 4-1.6: CONFIDENTIALITY OF INFORMATION**

(a) A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is permitted by Rule 4-1.6

(b).

(b) A lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary:

(1) to prevent death or substantial bodily harm that is reasonably certain to occur;

(2) to secure legal advice about the lawyer's compliance with these Rules;

(3) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client; or

(4) to comply with other law or a court order.

#### **COMMENT**

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[1] This Rule 4-1.6 governs the disclosure by a lawyer of information relating to the representation of a client during the lawyer's representation of the client. See Rule 4-1.18 for the lawyer's duties with respect to information provided to the lawyer by a prospective client, Rule 4-1.9(c)(2) for the lawyer's duty not to reveal information relating to the lawyer's prior representation of a former client, and Rules 4-1.8(b) and 4-1.9(c)(1) for the lawyer's duties with respect to the use of such information to the disadvantage of clients and former clients.

[2] A fundamental principle in the client-lawyer relationship is that, in the absence of the client's informed consent, the lawyer must not reveal information relating to the representation. See Rule 4-1.0(e) for the definition of "informed consent." This contributes to the trust that is the hallmark of the client-lawyer relationship. The client is thereby encouraged to seek legal assistance and to communicate fully and frankly with the lawyer even as to embarrassing or legally damaging subject matter. The lawyer needs this information to represent the client effectively and, if necessary, to advise the client to refrain from wrongful conduct. Almost without exception, clients come to lawyers in order to determine their rights and what is, in the complex of laws and regulations, deemed to be legal and correct. Based upon experience, lawyers know that almost all clients follow the advice given, and the law is upheld.

[3] The principle of client-lawyer confidentiality is given effect by related bodies of law: the attorney-client privilege, the work-product doctrine, and the rule of confidentiality established in professional ethics. The attorney-client privilege and work-product doctrine apply in judicial and other proceedings in which a lawyer may be called as a witness or otherwise required to produce evidence concerning a client. The rule of client-lawyer confidentiality applies in situations other than those where evidence is sought from the lawyer through compulsion of law. The confidentiality rule, for example, not only applies to matters communicated in confidence by the client, but also to all information relating to the representation, whatever its source. A lawyer may not disclose such information except as authorized or required by the Rules of Professional Conduct or other law. See also Scope.

[4] Rule 4-1.6(a) prohibits a lawyer from revealing information relating to the representation of a client. This prohibition also applies to disclosures by a lawyer that do not in themselves reveal protected information but could reasonably lead to the discovery of such information by a third person. A lawyer's use of a hypothetical to discuss issues relating to the representation is permissible so long as there is no reasonable likelihood that the listener will be able to ascertain the

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identity of the client or the situation involved.

### **Authorized Disclosure**

[5] Except to the extent that the client's instructions or special circumstances limit that authority, a lawyer is impliedly authorized to make disclosures about a client when appropriate in carrying out the representation. In some situations, for example, a lawyer may be impliedly authorized to admit a fact that cannot properly be disputed or to make a disclosure that facilitates a satisfactory conclusion to a matter. Lawyers in a firm may, in the course of the firm's practice, disclose to each other information relating to a client of the firm, unless the client has instructed that particular information be confined to specified lawyers.

### **Disclosure Adverse to Client**

[6] Although the public interest is usually best served by a strict rule requiring lawyers to preserve the confidentiality of information relating to the representation of their clients, the confidentiality rule is subject to limited exceptions. Rule 4-1.6(b)(1) recognizes the overriding value of life and physical integrity and permits disclosure reasonably necessary to prevent reasonably certain death or substantial bodily harm. Such harm is reasonably certain to occur if it will be suffered imminently or if there is a present and substantial threat that a person will suffer such harm at a later date if the lawyer fails to take action necessary to eliminate the threat. Thus, a lawyer who knows that a client has accidentally discharged toxic waste into a town's water supply may reveal this information to the authorities if there is a present and substantial risk that a person who drinks the water will contract a life-threatening or debilitating disease and the lawyer's disclosure is necessary to eliminate the threat or reduce the number of victims.

[7] A lawyer's confidentiality obligations do not preclude a lawyer from securing confidential legal advice about the lawyer's personal responsibility to comply with these Rules. In most situations, disclosing information to secure such advice will be impliedly authorized for the lawyer to carry out the representation. Even when the disclosure is not impliedly authorized, Rule 4-1.6(b)(2) permits such disclosure because of the importance of a lawyer's compliance with the Rules of Professional Conduct.

[8] Where a legal claim or disciplinary charge alleges complicity of the lawyer in

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a client's conduct or other misconduct of the lawyer involving representation of the client, the lawyer may respond to the extent the lawyer reasonably believes necessary to establish a defense. The same is true with respect to a claim involving the conduct or representation of a former client. Such a charge can arise in a civil, criminal, disciplinary, or other proceeding and can be based on a wrong allegedly committed by the lawyer against the client or on a wrong alleged by a third person, for example, a person claiming to have been defrauded by the lawyer and client acting together. The lawyer's right to respond arises when an assertion of such complicity has been made. Rule 4-1.6(b)(3) does not require the lawyer to await the commencement of an action or proceeding that charges such complicity, so that the defense may be established by responding directly to a third party who has made such an assertion. The right to defend also applies, of course, where a proceeding has been commenced.

[9] A lawyer entitled to a fee is permitted by Rule 4-1.6(b)(3) to prove the services rendered in an action to collect it. This aspect of the rule expresses the principle that the beneficiary of a fiduciary relationship may not exploit it to the detriment of the fiduciary.

[10] Other law may require that a lawyer disclose information about a client. Whether such a law supersedes Rule 4-1.6 is a question of law beyond the scope of these Rules. When disclosure of information relating to the representation appears to be required by other law, the lawyer must discuss the matter with the client to the extent required by Rule 4-1.4. If, however, the other law supersedes this Rule and requires disclosure, Rule 4-1.6(b)(4) permits the lawyer to make such disclosures as are necessary to comply with the law.

[11] A lawyer may be ordered to reveal information relating to the representation of a client by a court or by another tribunal or governmental entity claiming authority pursuant to other law to compel the disclosure. Absent informed consent of the client to do otherwise, the lawyer should assert on behalf of the client all nonfrivolous claims that the order is not authorized by other law or that the information sought is protected against disclosure by the attorney-client privilege or other applicable law. In the event of an adverse ruling, the lawyer must consult with the client about the possibility of appeal to the extent required by Rule 4-1.4. Unless review is sought, however, Rule 4-1.6(b)(4) permits the lawyer to comply with the court's order.

[12] Rule 4-1.6(b) permits disclosure only to the extent the lawyer reasonably believes the disclosure is necessary to accomplish one of the purposes specified.

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Where practicable, the lawyer should first seek to persuade the client to take suitable action to obviate the need for disclosure. In any case, a disclosure adverse to the client's interest should be no greater than the lawyer reasonably believes necessary to accomplish the purpose. If the disclosure will be made in connection with a judicial proceeding, the disclosure should be made in a manner that limits access to the information to the tribunal or other persons having a need to know it, and appropriate protective orders or other arrangements should be sought by the lawyer to the fullest extent practicable.

[13] Rule 4-1.6(b) permits but does not require the disclosure of information relating to a client's representation to accomplish the purposes specified in Rule 4-1.6(b)(1) to (b)(4). In exercising the discretion conferred by this Rule 4-1.6, the lawyer may consider such factors as the nature of the lawyer's relationship with the client and with those who might be injured by the client, the lawyer's own involvement in the transaction, and factors that may extenuate the conduct in question. A lawyer's decision not to disclose as permitted by Rule 4-1.6(b) does not violate this Rule 4-1.6. Disclosure may be required, however, by other Rules. Some Rules require disclosure only if such disclosure would be permitted by Rule 4-1.6(b). See Rules 4-1.2(d), 4-4.1(b), 4-8.1, and 4-8.3. Rule 4-3.3, on the other hand, requires disclosure in some circumstances regardless of whether such disclosure is permitted by this Rule. See Rule 4-3.3(c).

## **Withdrawal**

[14] If the lawyer's services will be used by the client in materially furthering a course of criminal or fraudulent conduct, the lawyer must withdraw, as stated in Rule 4-1.16(a)(1). After withdrawal, the lawyer is required to refrain from making disclosure of the client's confidences, except as otherwise permitted in this Rule 4-1.6. Neither this Rule 4-1.6 nor Rule 4-1.8(b) nor Rule 4-1.16(d) prevents the lawyer from giving notice of the fact of withdrawal, and the lawyer may also withdraw or disaffirm any opinion, document, affirmation, or the like. Where the client is an organization, the lawyer may be in doubt whether contemplated conduct will actually be carried out by the organization. Where necessary to guide conduct in connection with this Rule 4-1.6, the lawyer may make inquiry within the organization as indicated in Rule 4-1.13(b).

## **Acting Competently to Preserve Confidentiality**

[15] A lawyer must act competently to safeguard information relating to the representation of a client against inadvertent or unauthorized disclosure by the

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lawyer or other persons who are participating in the representation of the client or who are subject to the lawyer's supervision. See Rules 4-1.1, 4-5.1, and 4-5.3.

[16] When transmitting a communication that includes information relating to the representation of a client, the lawyer must take reasonable precautions to prevent the information from coming into the hands of unintended recipients. This duty, however, does not require that the lawyer use special security measures if the method of communication affords a reasonable expectation of privacy. Special circumstances, however, may warrant special precautions. Factors to be considered in determining the reasonableness of the lawyer's expectation of confidentiality include the sensitivity of the information and the extent to which the privacy of the communication is protected by law or by a confidentiality agreement. A client may require the lawyer to implement special security measures not required by this Rule 4-1.6 or may give informed consent to the use of a means of communication that would otherwise be prohibited by this Rule 4-1.6.

### **Former Client**

[17] The duty of confidentiality continues after the client-lawyer relationship has terminated. See Rule 4-1.9(c)(2). See Rule 4-1.9(c)(1) for the prohibition against using such information to the disadvantage of the former client.

*(Adopted August 19, 1994, eff. September 1, 1995, Rev. July 1, 2007)*



## Clerk Handbooks

### Supreme Court Rules

<b>Subject:</b>	<b>Rule 4 - Rules Governing the Missouri Bar and the Judiciary - Rules of Professional Conduct</b>	<b>Section/Rule:</b>	<b>4- 8. 1</b>
		<b>Publication / Adopted Date:</b>	<b>September 28, 1993</b>
<b>Topic:</b>	<b>Maintaining the Integrity of the Profession Revised / Effective July 1, 2007 - Bar Admission and Disciplinary Matters Date:</b>		

#### **RULE 4-8.1: BAR ADMISSION AND DISCIPLINARY MATTERS**

An applicant for admission to the bar or a lawyer in connection with a bar admission application or in connection with a disciplinary matter shall not:

- (a) knowingly make a false statement of material fact; or
- (b) fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter; or
- (c) knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule 4-8.1 does not require disclosure of information otherwise protected by Rule 4-1.6.

#### **COMMENT**

[1] The duty imposed by this Rule 4-8.1 extends to persons seeking admission to the bar as well as to lawyers. Hence, if a person makes a material false statement in connection with an application for admission, it may be the basis for subsequent disciplinary action if the person is admitted, and in any event may be relevant in a subsequent admission application. The duty imposed by this Rule 4-8.1 applies to a lawyer's own admission or discipline as well as that of others. Thus, it is a separate professional offense for a lawyer to knowingly make a misrepresentation or omission in connection with a disciplinary investigation of

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the lawyer's own conduct. Rule 4-8.1(b) also requires correction of any prior misstatement in the matter that the applicant or lawyer may have made and affirmative clarification of any misunderstanding on the part of the admissions or disciplinary authority of which the person involved becomes aware.

[2] Rule 4-8.1 is subject to the provisions of the fifth amendment of the United States Constitution and corresponding provisions of state constitutions. A person relying on such a provision in response to a question, however, should do so openly and not use the right of nondisclosure as a justification for failure to comply with Rule 4-8.1.

[3] A lawyer representing an applicant for admission to the bar, or representing a lawyer who is the subject of a disciplinary inquiry or proceeding, is governed by the rules applicable to the client-lawyer relationship, including Rule 4-1.6 and, in some cases, Rule 4-3.3.

*(Adopted September 28, 1993, eff. July 1, 1995, Rev. July 1, 2007)*

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## Clerk Handbooks

### Supreme Court Rules

<b>Subject:</b>	<b>Rule 4 - Rules Governing the Missouri Bar and the Judiciary - Rules of Professional Conduct</b>	<b>Section/Rule:</b>	<b>4- 1.14</b>
		<b>Publication / Adopted Date:</b>	<b>August 19, 1994</b>
<b>Topic:</b>	<b>Client-Lawyer Relationship - Client Under Diminished Capacity</b>	<b>Revised / Effective Date:</b>	<b>July 1, 2007</b>

#### **RULE 4-1.14: CLIENT WITH DIMINISHED CAPACITY**

(a) When a client's capacity to make adequately considered decisions in connection with a representation is diminished, whether because of minority, mental impairment, or for some other reason, the lawyer shall, as far as reasonably possible, maintain a normal client-lawyer relationship with the client.

(b) When the lawyer reasonably believes that the client has diminished capacity; is at risk of substantial physical, financial or other harm unless action is taken; and cannot adequately act in the client's own interest, the lawyer may take reasonably necessary protective action, including consulting with individuals or entities that have the ability to take action to protect the client and, in appropriate cases, seeking the appointment of a next friend, guardian ad litem, conservator or guardian.

(c) Information relating to the representation of a client with diminished capacity is protected by Rule 4-1.6. When taking protective action pursuant to Rule 4-1.14(b), the lawyer is impliedly authorized under Rule 4-1.6(a) to reveal information about the client, but only to the extent reasonably necessary to protect the client's interests.

#### **COMMENT**

[1] The normal client-lawyer relationship is based on the assumption that the client, when properly advised and assisted, is capable of making decisions about

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important matters. When the client is a minor or suffers from a diminished mental capacity, however, maintaining the ordinary client-lawyer relationship may not be possible in all respects. In particular, a severely incapacitated person may have no power to make legally binding decisions. Nevertheless, a client with diminished capacity often has the ability to understand, deliberate upon, and reach conclusions about matters affecting the client's own well-being. For example, children as young as five or six years of age, and certainly those of ten or twelve years of age, are regarded as having opinions that are entitled to weight in legal proceedings concerning their custody. It is also recognized that some persons of advanced age can be quite capable of handling routine financial matters while needing special legal protection concerning major transactions.

[2] The fact that a client suffers a disability does not diminish the lawyer's obligation to treat the client with attention and respect. Even if the person has a legal representative, the lawyer should as far as possible accord the represented person the status of client, particularly in maintaining communication.

[3] The client may wish to have family members or other persons participate in discussions with the lawyer. When necessary to assist in the representation, the presence of such persons generally does not affect the applicability of the attorney-client evidentiary privilege. Nevertheless, the lawyer must keep the client's interests foremost and, except for protective action authorized under Rule 4-1.14(b), must look to the client, and not family members, to make decisions on the client's behalf.

[4] If a legal representative has already been appointed for the client, the lawyer should ordinarily look to the representative for decisions on behalf of the client. In matters involving a minor, whether the lawyer should look to the parents as natural guardians may depend on the type of proceeding or matter in which the lawyer is representing the minor. If the lawyer represents the guardian as distinct from the ward and is aware that the guardian is acting adversely to the ward's interest, the lawyer may have an obligation to prevent or rectify the guardian's misconduct. See Rule 4-1.2(d).

### **Taking Protective Action**

[5] If a lawyer reasonably believes that a client is at risk of substantial physical, financial, or other harm unless action is taken and that a normal client-lawyer relationship cannot be maintained as provided in Rule 4-1.14(a) because the client lacks sufficient capacity to communicate or to make adequately considered

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decisions in connection with the representation, then Rule 4-1.14(b) permits the lawyer to take protective measures deemed necessary. Such measures could include: consulting with family members, using a reconsideration period to permit clarification or improvement of circumstances, using voluntary surrogate decision-making tools such as durable powers of attorney, or consulting with support groups, professional services, adult-protective agencies, or other individuals or entities that have the ability to protect the client. In taking any protective action, the lawyer should be guided by such factors as the wishes and values of the client to the extent known, the client's best interests, and the goals of intruding into the client's decision-making autonomy to the least extent feasible, maximizing client capacities and respecting the client's family and social connections.

[6] In determining the extent of the client's diminished capacity, the lawyer should consider and balance such factors as: the client's ability to articulate reasoning leading to a decision, variability of state of mind, and ability to appreciate consequences of a decision; the substantive fairness of a decision; and the consistency of a decision with the known long-term commitments and values of the client. In appropriate circumstances, the lawyer may seek guidance from an appropriate diagnostician.

[7] If a legal representative has not been appointed, the lawyer should consider whether appointment of a next friend, guardian ad litem, conservator, or guardian is necessary to protect the client's interests. Thus, if a client with diminished capacity has substantial property that should be sold for the client's benefit, effective completion of the transaction may require appointment of a legal representative. In addition, rules of procedure in litigation sometimes provide that minors or persons with diminished capacity must be represented by a guardian or next friend if they do not have a general guardian. In many circumstances, however, appointment of a legal representative may be more expensive or traumatic for the client than circumstances in fact require. Evaluation of such circumstances is a matter entrusted to the professional judgment of the lawyer. In considering alternatives, however, the lawyer should be aware of any law that requires the lawyer to advocate the least restrictive action on behalf of the client.

### **Disclosure of the Client's Condition**

[8] Disclosure of the client's diminished capacity could adversely affect the client's interests. For example, raising the question of diminished capacity could,

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in some circumstances, lead to proceedings for involuntary commitment. Information relating to the representation is protected by Rule 4-1.6. Therefore, unless authorized to do so, the lawyer may not disclose such information. When taking protective action pursuant to Rule 4-1.14(b), the lawyer is impliedly authorized to make the necessary disclosures, even when the client directs the lawyer to the contrary. Nevertheless, given the risks of disclosure, Rule 4-1.14(c) limits what the lawyer may disclose in consulting with other individuals or entities or seeking the appointment of a legal representative. At the very least, the lawyer should determine whether it is likely that the person or entity consulted with will act adversely to the client's interests before discussing matters related to the client. The lawyer's position in such cases is an unavoidably difficult one.

### **Emergency Legal Assistance**

[9] In an emergency where the health, safety, or a financial interest of a person with seriously diminished capacity is threatened with imminent and irreparable harm, a lawyer may take legal action on behalf of such person even though the person is unable to establish a client-lawyer relationship or to make or express considered judgments about the matter when the person or another acting in good faith on that person's behalf has consulted with the lawyer. Even in such an emergency, however, the lawyer should not act unless the lawyer reasonably believes that the person has no other lawyer, agent, or other representative available. The lawyer should take legal action on behalf of the person only to the extent reasonably necessary to maintain the status quo or otherwise avoid imminent and irreparable harm. A lawyer who undertakes to represent a person in such an exigent situation has the same duties under these Rules as the lawyer would with respect to a client.

[10] A lawyer who acts on behalf of a person with seriously diminished capacity in an emergency should keep the confidences of the person as if dealing with a client, disclosing them only to the extent necessary to accomplish the intended protective action. The lawyer should disclose to any tribunal involved and to any other counsel involved the nature of his or her relationship with the person. The lawyer should take steps to regularize the relationship or implement other protective solutions as soon as possible. Normally, a lawyer would not seek compensation for such emergency actions taken.

*(Adopted August 19, 1994, eff. September 1, 1995, Rev. July 1, 2007)*

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GENERAL RELEASE

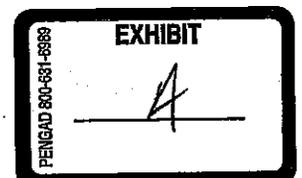
IT IS HEREBY STIPULATED AND AGREED this 13 day of March 2002, by Genatt Perry (hereafter referred to as "Perry"), and Iron Mountain Records Management, Inc., ("Iron Mountain") that Perry's employment with Iron Mountain ceased February 11, 2000. The term Iron Mountain herein includes each, every and any company affiliated with Iron Mountain, as well as their agents, employees, principals, partners, officers, successors, and assigns, both individually and in their official capacities, and thereby includes all such persons affiliated with Iron Mountain.

In return for the good and sufficient consideration set forth below, Iron Mountain and Perry agree to the following:

1. In consideration of: (a) \$10,000.00; (b) full payment (including the portion that would ordinarily be attributable to Perry) to Mediator Michael W. Newport, for the mediation conducted February 15, 2002; and (c) a letter on Iron Mountain letterhead stating:

Genatt Perry worked for Iron Mountain from July 6, 1998 through February 11, 2000 in the positions of Lead Correspondent/Copy Technician and she resigned her employment with a satisfactory work record with Iron Mountain/Record Master.

And, in return, for Perry's relinquishment of both all rights to employment with Iron Mountain and all claims and litigation against Iron Mountain, Perry and



Iron Mountain release and forever discharge each other (Iron Mountain constituting the multiple entity defined above) from any and all claims, causes of action, suits, back-wages, benefits, attorneys' fees, pain and suffering, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, charges, complaints and demands whatsoever, in law, or equity, of any and every kind, nature and character, known or unknown, which against each other, their heirs, executors, administrators, agents, successors, and assigns, ever had, may now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever including, but not limited to, those arising under any federal, state or local, human or civil rights, wage-hour, or labor laws and/or regulations, workers' compensation, contract or tort laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(e) et seq.; 42 U.S.C. Section 1981 and 1983; Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 261 et seq., Older Worker Protection Act, Employee Retirement Income Security Act, 29 U.S.C. Sec. 1000, any similar "whistleblower" or anti-retaliation statute, all local laws and ordinances, etc., against each other, their agents, successors and assigns, both individually and in their official capacities, from the beginning of the world to the date of this Agreement.

2. Perry and Iron Mountain promise and represent that they will withdraw, with prejudice, any and all outstanding administrative complaints or charges, filed with federal, state and local agencies/administrative bodies and will also withdraw with prejudice all judicial actions as well as any and all other lawsuits, claims, demands, appeals or actions pending between each other and will not file any other administrative or judicial complaints, charges, lawsuits, claims, demands, appeals or actions of any kind based on Perry's employment with Iron Mountain or the termination thereof. In the event any such complaints, charges, lawsuits, claims, demands, appeals or actions are not withdrawn or are filed due to circumstances beyond either party's control, they promise and represent that they will not voluntarily testify, give evidence or otherwise participate or cooperate in any investigation or other proceedings connected with or resulting from such complaints, charges, lawsuits, claims, demands, appeals or actions and that they will execute such papers or documents, which are factually accurate, as may be necessary to have said complaint, charge, lawsuit, claim, demand or action dismissed with prejudice.

3. Perry agrees and understands that nothing contained in this General Release is an admission by Iron Mountain of any liability, breach of duty or unlawful conduct whatsoever or violation of any local, state or federal law, regulation or ordinance. To the contrary, Iron Mountain specifically denies any wrongdoing whatsoever. Rather, in order to avoid wasting unnecessary time and expense and to reach an amicable separation of Perry's employment, Iron

Mountain enters into this Agreement and General Release. Similarly, Perry denies any wrongdoing and enters into this Agreement and General Release for the reasons set forth above, as well as for the consideration described in the first paragraph hereof.

4. This General Release may not be modified, altered or changed except upon express written consent of both Perry and Iron Mountain.

5. The terms of this Release may not be voluntarily disclosed by Perry to anyone other than her counsel, financial advisor or members of her immediate family. Furthermore, Perry may not disclose any information of any nature concerning Iron Mountain to any other entity other than to establish her prior employment with Iron Mountain and that her separation from employment was amicable.

6. It is understood that the \$10,000.00 payment described above will be issued in one lump sum, made payable to "Bernard f. Edwards, Esq., as attorney" based upon the alleged physical injury and emotional distress suffered by Perry stemming from her employment with Iron Mountain. Perry agrees to indemnify and hold Iron Mountain harmless should any tax liability arise as a result of said payment.

7. This Agreement and General Release may be executed in counterparts. If all parties hereto execute their counterpart of this Agreement and General Release, then same shall be considered fully executed and binding upon the parties hereto.

8. Perry represents that she has been advised to consult legal counsel regarding this Release. She further represents that after having had a full opportunity of at least 21 days to review and consider the terms and conditions of this Release, and having discussed them with any member of her immediate family, counsel or financial advisor of her own choosing, and having had sufficient time to review and consider this Release, she fully understands all of the provisions of this General Release and has executed same freely and voluntarily. Perry further understands that after execution of this Release she has the opportunity to revoke same within seven (7) days of execution of same.

IN WITNESS WHEREOF, the Perry and Iron Mountain hereunto set their hands this 27 day of March, 2002.

Iron Mountain

By Sara Marrero

Sara Marrero,

Human Resources Administrator

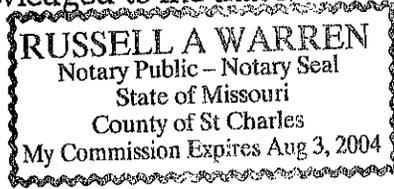
Gerratt Perry

x Gerratt Perry

STATE OF MISSOURI

COUNTY OF St. Louis } SS:

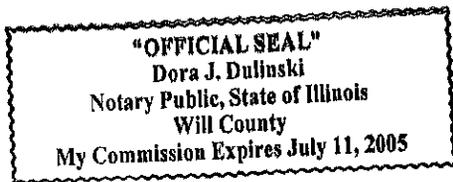
On 3/13/02, 2002, before me personally came Genatt Perry, to me known, and who executed the foregoing Agreement and General Release, and duly acknowledged to me that she executed the same.



*Russell A Warren*  
Notary Public

STATE OF ILLINOIS  
COUNTY OF COOK ] SS:

On APRIL 5<sup>TH</sup>, 2002 before me personally came Sara Marrero, to me known, and who executed the foregoing General Release on behalf of Iron Mountain Records Management, Inc., as the Human Resource Administrator of said corporation and duly acknowledged to me that she executed the same upon the order of the Board of Directors of said corporation.



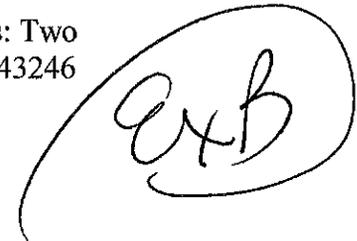
*Dora J. Dulinski*  
Notary Public

Exhibit A  
Bernard F. Edwards, Jr.  
1221 Locust St. #1000  
St. Louis, MO 63103  
(314) 621-6068

Home:  
8431 Midland Blvd:  
St. Louis, MO 63114

Dependents: Two  
EIN: 57-1143246  
SEX: Male

1



## RESUME

### EDUCATION:

Washington University Law School  
Juris Doctor, 1973  
C.L.E.O. Scholarship

Harris-Stowe State University  
B.A., Education & Humanities, 1970  
Sumner High School, St. Louis, MO., 1965

### LICENSES:

Missouri Bar  
Federal District Court,  
Eastern and Western District of Missouri  
Eighth U.S. Court of Appeals  
Lifetime Certification, Missouri Board of Education

### EXPERIENCE:

Private Practice: Downtown, St. Louis, General Civil  
Practice – April 1988 to present

Principal: Collier, Dorsey & Edwards,  
Attorneys at Law

Duties: Risk management, legal Audit, Corporate  
Law, Negotiated Settlements with Missouri  
Medicaid Program, Legal Review of  
Medicare Cost Reports, Tax Exempt  
Financing, Defense of Civil Law Suits,  
Labor Arbitration, SEIU- Local 50 Defense  
Of Bi-State Development Civil Suits, 1983  
April, 1988.

Municipal Judge: City of St. Louis

Duties: Real Estate Ordinance Violations  
1985 – 1986

General Counsel: Central Medical Center (Hospital)  
St. Louis, MO  
Private Practice,  
St. Louis, MO  
1977 – 1984

Bernard F. Edwards, Jr.

Assistant City Counselor: City of St. Louis

Duties: Prosecution of Ordinance Violations  
1976 – 1977

Principal: Howard, Richardson, Edwards & Singer  
St. Louis, MO

Duties: City Litigation, Tort Law, Employment Law,  
Malpractice, Real Estate & Commercial  
Transactions 1974 – 1976

Student Intern: Circuit Attorney's Office – City of St. Louis  
(1973)

**MAJOR  
ACCOMPLISHMENTS:**

Consultant to City of St. Louis  
Successful Closing of \$160,000,000 Airport  
Bond Issue

Consultant to Central Medical Center, St. Louis, MO.  
Successful Closing of \$23,400,00 Tax Exempt Bonds  
through Missouri Health Education Facilities Authority

Construction Management, Central Medical Center,  
St. Louis, MO, \$13,000,000 of New Construction

Certification of First Private Ambulance Service  
Under Licensure Law, St. Louis, MO.

Issuance of Certificate of Need for 120 Bed Extended  
Care Center and 194 Bed Hospital

**PROFESSIONAL  
ASSOCIATIONS:**

- Missouri Bar Association
- American Hospital Lawyer's Association
- National Health Lawyer's Association
- Mound City Bar Association
- Phi Delta Phi Legal Fraternity
- Kappa Alpha Psi, St. Louis, Alumni



Exhibit A The Star Service Guaranteed

P.O. Box 1800
Saint Paul, Minnesota 55101-0800
08407 TRN 118106LBXP Y ST01 T123 P0

Business Statement

Account Number: 1 523 0707 3642
Statement Period: Mar. 3, 2008 through Mar. 31, 2008



BERNARD F EDWARDS JR IOLTA
1221 LOCUST ST STE 1000
SAINT LOUIS MO 63103-2382

To Contact U.S. Bank

24-Hour Business Solutions: 1-800-673-3555

Telecommunications Device for the Deaf: 1-800-685-5065

Internet: usbank.com

INFORMATION YOU SHOULD KNOW

Effective April 13, 2008, a Foreign Transaction Fee up to 3% will be assessed on each transaction performed with your U.S. Bank Visa Check Card at merchants located outside the United States.

LAWYERS TRUST

Member FDIC

Account Number 1-523-0707-3642

U.S. Bank National Association

Account Summary

Table with 4 columns: Description, # Items, Amount, and Interest Paid/Number of Days. Rows include Beginning Balance, Other Deposits, Other Withdrawals, and Ending Balance.

Other Deposits

Table with 4 columns: Date, Description of Transaction, Ref Number, and Amount. Row for Mar. 31 Interest Paid.

Other Withdrawals

Table with 4 columns: Date, Description of Transaction, Ref Number, and Amount. Row for Mar. 31 LTAB Net Income Payable.

Balance Summary

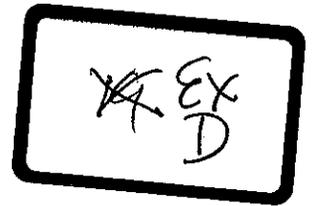
Table with 2 columns: Date and Ending Balance. Row for Mar. 31 with balance 47.95.

Balances only appear for days reflecting change.

Handwritten signature 'exl' inside a circle.

Electronically Filed - Supreme Court - January 03, 2012 - 04:15 PM CST





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

GENATT PERRY,

Plaintiff,

v.

Case No. 4:00CV01188ERW

~~FILM CORPORATION OF ST. LOUIS, INC.~~

*PRO Rehab P.C. Inc.*  
Defendant.

PLAINTIFF'S OPENING INTERROGATORIES TO DEFENDANT

COMES NOW plaintiff, by and through her attorney of record, pursuant to Rule 33 of the Federal Rules of Civil Procedure and propounds these interrogatories to defendant.

INSTRUCTIONS FOR ANSWERING

Full Answers

Please note that all answers are to be made separately and fully and that an incomplete or evasive answer is a failure to answer. Where an interrogatory calls for an answer in more than one part, please separate the parts in your answer accordingly so that each part is clearly set out and understandable.

Knowledge of Agents and Others

Where your knowledge or information in your possession is requested, such request includes knowledge or information in possession of your representatives, employees, agents, independent contractors, insurers, and, unless privileged, your attorneys.

Incomplete Knowledge

If you have only incomplete knowledge of the answer to an interrogatory, please answer to the extent of your knowledge and state specifically what part or area of the interrogatory you have only incomplete knowledge of and identify the person(s) who does or might have additional knowledge or information to complete the answer.

Documents

You may answer any interrogatory in whole or in part by attaching a document(s) which contains information sufficient to do so. Such document(s) may, if authenticated, be a copy of the original. Any document(s) used to answer an interrogatory may

contain other information as well; however, the relevant portion of that document(s) must be so marked or indexed.

Identification of Person With Knowledge

For each interrogatory, please identify the person(s) from whom the information contained in the answer is obtained and the person(s) who swear to the truth of that information.

Duty to Supplement

Please note that, pursuant to Fed.R. Civ. P.26(e), you are under a continuing duty to supplement your responses.

Persons With Knowledge

1. Please identify persons who have knowledge of the following:

- (a) Plaintiff's job performance and ability to perform the assignments given by defendant.
- (b) The charges filed by plaintiff with the Missouri Commission on Human Rights or E.E.O.C. and defendant's responses thereto.
- (c) Any plans, projections, or programs on trimming defendant's work force or reorganizing the work force.
- (d) Defendant's personnel policies, practices, and procedures regarding discipline, discharge, and/or workload assignment.
- (e) Meetings, conferences, or discussions involving plaintiff.
- (f) Plaintiff's departure from employment with defendant.
- (g) The retirement, savings, benefits and pension plans for which plaintiff was qualified.

ANSWER:

2. Please identify all individuals who have knowledge of the facts and circumstances surrounding plaintiff's job performance and departure from defendant and in connection with this inquiry also:

- (a) Set forth the substance of the knowledge held by each individual regarding plaintiff's termination.
- (b) Please identify any documents which refer or relate to your answer.

ANSWER:

3. Did any employee of any defendant keep an "unofficial" file on plaintiff, including documents that are not contained in the official personnel record? If your answer is "yes", please identify who kept such a file and produce copies of documents contained in each such "unofficial" file.

ANSWER:

Expert Witnesses

4. Please identify by stating the name, address, and telephone number of each person whom you expect to call as an expert witness at trial. Please state the subject matter on which that expert is expected to testify, and state the substance of the facts and opinions to which the expert is expected to testify, and give a summary of the grounds for each such opinion. Please include the following things within your answer to this interrogatory:

- (a) A written report prepared and signed by the witness.
- (b) A complete statement of all opinions to be expressed and the basis and reasons therefor.

- (c) The data or other information considered by the witness in forming the opinions.
- (d) Any exhibits to be used as a summary of or support for the opinions.
- (e) The qualifications of the witness, including a list of all publications authored by the witness within the preceding ten years.
- (f) The compensation to be paid for the study and testimony.
- (g) A listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years.

ANSWER:

5. Did any standards exist by which to judge plaintiff's performance? If so, please state the following:

- (a) Whether the standards were oral or written;
- (b) The names of persons who established the standards;
- (c) The dates they were established; and
- (d) Whether or not they were communicated to the plaintiff.

ANSWER:

Plaintiff's Job Performance and Departure.

6. Did plaintiff's performance meet the standards defendant had for the position(s) held? If not, please explain the details of any and all failures by plaintiff so to perform.

ANSWER:

7. Were any evaluations conducted of plaintiff's job performance? If your answer is "yes" please produce copies of all written evaluations and documents relating to them. In any case, please state the following with respect to each evaluation, whether written or oral:

- (a) the name of each person evaluating plaintiff.
- (b) the dates upon which the evaluation was conducted.
- (c) describe in detail the substance of the evaluation.
- (d) state whether the result of the evaluation was communicated to plaintiff.

ANSWER:

8. Was any notice given or statement made to plaintiff regarding perceived problems in his job performance or infractions of any of your rules or policies? If the answer is "yes", please state the following with respect to each such notice or statement:

- (a) date;
- (b) identity of the person who notified or made such statement to plaintiff;
- (c) nature, substance and/or summary of notice or

statement;

- (d) whether written or oral;
- (e) persons present, substance and outcome of conversations regarding warning;
- (f) whether plaintiff was informed that it if plaintiff's job performance did not improve or otherwise become satisfactory to defendant, plaintiff would be terminated;
- (g) whether plaintiff was afforded an opportunity to correct or improve plaintiff's performance.

ANSWER:

9. Please identify each person who participated in any personnel decisions about plaintiff's employment status, evaluations, raises, and promotions.

ANSWER:

10. Was any attorney or other person who was not an employee of defendant ever consulted about personnel decisions regarding plaintiff? If your answer is "yes", please identify the attorney or other non-employee.

ANSWER:

Convictions

11. Have any of the persons managing the corporate defendant's business ever pleaded guilty to or been convicted of any crime in any state or federal court? If your answer is "yes", please state all relevant facts concerning each such plea or conviction. This includes the following things:

- (a) date;
- (b) jurisdiction or court;
- (c) sentence.

ANSWER:

12. Did defendant ever cause an investigator to investigate any aspect of plaintiff's life. If your answer is "yes", please identify the investigator, state whether he/she issued a report to you, and produced copies of each such report.

ANSWER:

Employees

13. Please identify and list each of defendant's full-time, year-round employees from January 1994 until today, indicating the name, last known address, job title, job duties, job location, sex, race, highest salary including bonuses and commissions and benefits, and current status of each such employee.

ANSWER:

Policies, Practices and Procedures

14. Please state and describe the discipline, discharge, and/or workload assignment policies, practices and procedures followed by defendant for their employees. For each such policy, practice or procedure, please identify any document where it has been reduced to writing.

ANSWER:

15. Do you believe that you treat your employees fairly? If your answer is "yes", please state the basis for your belief.

ANSWER:

16. During the period from January, 1994 through the date of your response, has an audit or other examination of your personnel policies been conducted? If your answer is "yes". please produce a copy of any reports of such audits and for each audit state the date of completion, identify the person or firm in charge of the audit, summarize the conclusion of the audit, and identify your employee(s) who assisted in the audit.

ANSWER:

17. Have you filed or maintained any of the documents listed below for the period from January, 1994 to the present? If your answer is "yes", please produce copies of such documents for the periods from June 1994 to the present:

- (a) EEO-1 reports.
- (b) Documents kept pursuant to federal Executive Order 11246.
- (c) Reports filed with the Office of Federal Contract Compliance of the United States Department of Labor.
- (d) Compliance Review Reports.
- (e) Documents required to be kept under Federal Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. §1607.

ANSWER:

18. Have any employees attended any seminars, training, programs, and/or workshops relating in any manner to any type of employment discrimination issues from 1994 until today? If so, identify names and job titles of all such employees. Identify the seminars, training programs and/or workshops by name of sponsor, location, dates and location held, the description and content of materials received by attendees, and the identity and title of all persons who approved the training.

ANSWER:

Complaints, Charges, Lawsuits

19. Please describe every complaint, charge and/or lawsuit brought against defendant alleging disability or handicap discrimination, indicating for each the forum, case or docket number, name and address of plaintiff's attorney, status, resolution, and contents, and please identify by giving name and address for each the person bringing the charge and/or lawsuit.

ANSWER:

Inquiries

20. Please indicate whether any inquiries have been made and/or references sought regarding plaintiff. If there have been such inquiries made or references sought, please describe for each the identity of the inquirer or seeker and the response(s) given by defendant.

ANSWER:

Applicants

21. Please identify any and all applicants for employment with defendant since January, 1994. For each, please indicate whether the applicant's date of birth, whether the applicant was hired or not, position(s) held, location(s) or place(s) worked, and how long he or she was employed by defendant, all salaries paid, and any disabilities or handicaps which he or she had.

ANSWER:

Respectfully submitted

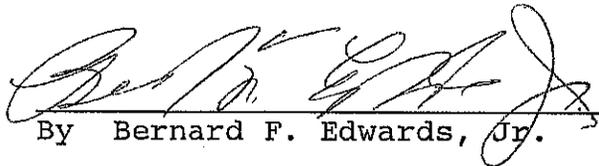
By   
Bernard F. Edwards, Jr. #3041  
1221 Locust Street, Suite 1000  
St. Louis, MO 63103  
(314) 621-6068

ATTORNEY FOR PLAINTIFF

Certificate of Service

The undersigned certifies that an original and two copies of Plaintiff's First Interrogatories To Defendant was served via mail postage prepaid this 18<sup>th</sup> day of December, 2000 upon:

William B. Smith  
Gregory R. Moy, Dubail, Judge P.C.  
275 N. Lindbergh Blvd.  
St. Louis, MO 63141-7809.

  
By Bernard F. Edwards, Jr. #3041