

Every story that has been done on Dr. Kalk, has been approached from a health angle. What about the criminal side, there is crime after crime, felony after felony, Victim after victim? No one cares about that side. You have the patient records issue, bad checks, forged checks, sexual harassment, possibly sexual assault, lying on the bankruptcy petition and more. When will these issues be addressed?

I don't want to hear how bad he feels, how sick he is. How sorry a detective feels for him. That is all that has been in the news, anyone else would be in jail. it is a nightmare to the Victim's, why does the media seem to sugar coat all he has done, is he some kind of protected witness against these alleged Russians that he fantasized about in his affidavit.

This is a story that you might want to take a look at about a sociopathic Doctor. It has appeared in newspapers across the country. The Doctors Name is Alexander Kalk MD, I probably know more about him than Anyone else and I have the documentation to back it all up. What I Don't have I know where it can be found. I am out hundreds of Thousands of dollars. Where I got my money is not the important issue, Nor is what my Father did for a living. What is important is that I am a Victim and there is a trail of victims that this man left behind him. Now He is in Austin Texas, working on getting a medical license there. I have Most police reports that I am sending with this letter, including info on John Tiller, both past and present.

Jim Stewart  
1580 E. Swan Circle  
St. Louis, MO. 63144  
314-398-5403  
[www.mpg2009.org](http://www.mpg2009.org)  
metropolitan\_physicians\_group@yahoo.com

# Creve Coeur Police Report

DATE: 01/10/07  
TIME: 09:21  
Requested By : Subpoena

PAGE I

**CREVE COEUR POLICE DEPARTMENT  
INVESTIGATIVE REPORT**

UCR CODE 950

COMPLAINT NUMBER 06-0003522

ENTERED BY CC414 REPORT DATE 12/15/06 REPORT TIME 10:50 REVIEWED BY CC278  
CALL DATE 12/12/06 REC'D TIME 12:00 DISP TIME 12:00 ARRIVED TIME 12:00  
POLICE UNIT 24414 COGIS 2431 PCT/DIST SECTOR NATURE MISC/ADMINISTRATIVE  
RESPOND LOCATION 300 N NEW BALLAS APT/SUITE/RM

CITY CREVE COEUR CALLER'S NAME JACQUELYN BOYD  
ADDR [REDACTED] AC 314 PHONE [REDACTED]

REPORTING OFFICER 414-HORNUNG DEPT DETECTIVE  
REPORTING JURIS CREVE COEUR  
REPORTING FOR JURIS CREVE COEUR  
CASE STATUS INACTIVE CALL RECEIVED STATION  
OFFENSE/FACTS INFORMATIONAL REPORT  
PREMISE MEDICAL OFFICE  
OCCURRED FROM DAY FRI DATE 12/01/06 TIME 06:00  
TO DAY TUE DATE 12/12/06 TIME 12:00  
OCCURRED LOCATION 711 OLD BALLAS APT/SUITE/RM 110  
CITY CREVE COEUR APT/SUB/BUS DR ALEXANDER KALK LLC

ENTRY POINT EXIT POINT  
ENTRY VISIBLE TO PATROL? N ENTRY METHOD  
TOOL USED WEAPON/OBJECT USED  
INVESTIGATIVE DEPARTMENTS  
DSN NAME DEPARTMENT NAME  
414 HORNUNG, PAUL DETECTIVE  
OTHER AGENCY

CONTACT PERSON  
NAME LAST NAME SURNAME FIRST NAME MIDDLE NAME  
ADDRESS 110 OLD BALLAS APT/SUITE/RM  
CITY ST LOUIS STATE MO ZIP 63150  
PHONE 314-568-1560 CONTACT NAME  
EMAIL ADDRESS DATE OF BIRTH 12/01/06 AGE 33  
RESIDENCE UNKNOWN RESIDENT STATUS NON-RESIDENT

SUSPECT INFORMATION  
CONTACT NAME CONFIRMED DATA  
FEATURES  
NAME LAST NAME SURNAME FIRST NAME MIDDLE NAME  
ADDRESS 110 OLD BALLAS APT/SUITE/RM  
CITY ST LOUIS STATE MO ZIP 63150  
RESIDENCE UNKNOWN RESIDENT STATUS NON-RESIDENT  
RACE WHITE HOW WORKS  
SEX MALE HEIGHT FT IN  
PHYSICAL  
CLOTHING  
SCARS/ABNORMALITIES  
DOB 08/07/77 WEIGHT LB  
RELATIONSHIP TO VICTIM

WITNESS ROLES:  
**WITNESS**  
 NAME LAST **BOYD** SURNAME **JACQUELYN** MIDDLE **M**  
 HOME ADDR [REDACTED] APT/SUITE/RM [REDACTED]  
 CITY **ST LOUIS** STATE **MO** ZIP [REDACTED]  
 HOME AC PHONE [REDACTED] CONTACT NAME [REDACTED]  
 RACE **WHITE** SEX **FEMALE** EXT [REDACTED] AGE [REDACTED]  
 OCCUPATION **MEDICAL RECEPTIONIST** DOB [REDACTED] RESIDENT STATUS **NON-RESIDENT**

WITNESS ROLES:  
**WITNESS**  
 NAME LAST **DALTON** SURNAME **AMANDA** MIDDLE **L**  
 HOME ADDR [REDACTED] APT/SUITE/RM [REDACTED]  
 CITY **BALLWIN** STATE **MO** ZIP [REDACTED]  
 MOBILE AC **314** PHONE [REDACTED] CONTACT NAME [REDACTED]  
 RACE **WHITE** SEX **FEMALE** DOB [REDACTED] AGE **21**  
 OCCUPATION **MEDICAL RECEPTIONIST** RESIDENT STATUS **NON-RESIDENT**

WITNESS ROLES:  
**WITNESS**  
 NAME LAST **ZENSEN** SURNAME **JAMES** MIDDLE **M**  
 MOBILE AC **314** PHONE [REDACTED] CONTACT NAME [REDACTED]  
 RACE **WHITE** SEX **MALE** DOB [REDACTED] AGE **24**  
 OCCUPATION **MEDICAL OFFICE TECH** RESIDENT STATUS **NON-RESIDENT**

WITNESS ROLES:  
**WITNESS**  
 NAME LAST **KALK** SURNAME **JULIE** MIDDLE **K**  
 HOME ADDR [REDACTED] APT/SUITE/RM [REDACTED]  
 CITY **ST LOUIS** STATE **MO** ZIP [REDACTED]  
 MOBILE AC **314** PHONE [REDACTED] CONTACT NAME [REDACTED]  
 RACE **WHITE** SEX **FEMALE** DOB [REDACTED] AGE **35**  
 OCCUPATION **UNKNOWN** RESIDENT STATUS **NON-RESIDENT**

SUSPECT INFORMATION  
 SUSPECT ROLE: **UNDEFINED DATA**  
 CHARGES:

## CAUTION CODES:

NAME LAST **KALK** SURNAME **ALEXANDER** MIDDLE **T**  
 ALIAS SSN [REDACTED]  
 MARITAL STATUS **MARRIED** RESIDENT STATUS **NON-RESIDENT**  
 RACE **WHITE** HAIR **BROWN** HOW WORN  
 SEX **MALE** EYES **BROWN** WGT **170** HGT **FT 6** IN **0** +/-  
 PHYSICAL  
 CLOTHING  
 SCARS/MARKS/TATTOOS  
 DOB [REDACTED] AGE **36** PERSON CODE **ADULT**

BIRTH PLACE **CHICAGO, IL**  
 EMPLOYED? **Y** PRESENT/LAST EMPLOYER **SELF-EMPLOYED MEDICAL DOCTOR**  
 OCCUPATION **FAMILY PRACTICE DOCTOR**  
 EMPLOYER **711 OLD BALLAS**  
 HOME **CITY CREVE COEUR**  
 CITY **ST LOUIS**  
 EMPLOYER **AC 314** PHONE **[REDACTED]** EXT **[REDACTED]**  
 MOBILE **AC 314** PHONE **[REDACTED]**  
 SUSPECT ARRESTED? **N** MIRANDA GIVEN? **N**  
 APPLY FOR WARRANTS? **N** SUSPECT RELEASED? **N**  
 EMOTIONS  
 EMOTION COMMENT  
 PHYSICAL STATE **Dr. Kalk living full time, 24 hours a day in the medical office**  
**Dr. Kalk no longer showering, or using personal hygiene.**  
**Dr. Kalk wearing the same clothes for the last 7 days, without cleaning them.**  
**Dr. Kalk not eating during office hours, at any time, in the past week.**  
**Dr. Kalk sleeping in his car (when he had a car). It should be noted Dr. Kalk has**  
**driven 100 miles or more of transportation, for several weeks.**  
**Dr. Kalk's physical appearance "deteriorating" over time.**

NEIGHBORHOOD CANVASSED? **N**  
 SEND A TELETYPE? **N**  
 COMPUTER MESSAGE/TELETYPE  
 REFERENCE #  
 WAS ANY EVIDENCE SEIZED? **N** NARRATIVE? **Y** possible insurance fraud will be investigated

This report is to be considered 'inactive' as an informational report only.

On 12-12-06, I was contacted at our station by the following people:

Amanda Dalton  
 Jacquelyn Boyd  
 James Zensen

All three presented me with payroll checks they had received from their employer, Dr. Alexander Kalk at 711 Old Ballas, Suite 110, in the city of Creve Coeur. All three told me the payroll checks had returned as 'insufficient', resulting in a monetary loss for all three parties.

As none of the three had sent 10-day letters related to the checks, I explained the process on obtaining 10-day letters, and told them to set an appointment with me after the proper time period had expired, to open criminal cases, if necessary.

Boyd and Dalton, who had come to our station together, also told me they no longer worked for Dr. Kalk. When I asked if it was because of the bad checks, Dalton told me there were a lot of reasons for quitting. Boyd explained that the entire 18 person office staff had quit, save for one person, over the past two weeks. In addition to the doctor not having sufficient funds to cover all payroll checks, when confronted, the doctor told both Boyd, and Dalton, that they should work for

free, and to have the same dedication he had to the medical profession. According to both women, Dr. Kalk told them he knew he had no money and knew the checks would bounce.

Dalton and Boyd told me there were several other reasons for leaving employment with Dr. Kalk. First, and foremost, Dalton felt the doctor had either "lost his mind", or "was using drugs which made him weirder than usual". Both Dalton and Boyd said they were afraid to ever go to the medical office again, as the behavior of Dr. Kalk was to the point "of being very scary", according to Boyd. As there were several examples of odd behavior on the part of Dr. Kalk, I will list them below:

- \* Evidence of Dr Kalk living full-time, 24 hours a day in the medical office.
- \* Reports of Dr. Kalk no longer showering or using personal hygiene.
- \* Reports of Dr. Kalk wearing the same clothes for the past 7 days, without cleaning them.
- \* Evidence of Dr. Kalk not eating during office hours, at any time, in the past week.
- \* Evidence of Dr. Kalk sleeping in his car (when he had a car). It should be noted Dr. Kalk has had no car, or means of transportation, for several weeks.
- \* Workers noting Dr. Kalk's physical appearance "deteriorating" over time.
- \* Daily visits by a sub-contractor who applied make-up to Dr. Kalk's face, to hide bags due to lack of sleep.
- \* Evidence of Dr. Kalk verbally berating both patients and workers in the office.
- \* Extremely high turnover rate in the office by staff.
- \* No known professional standards related to office co-payments, superbills, insurance company notifications, and office bill payments. Details of possible insurance fraud will be investigated further at a later date.
- \* No known procedures, or logging of prescription medications/narcotics out of Dr. Kalk's "mini pharmacy" within the medical office. In addition, the controlled substances were never in a locked/secure area. Several examples of oxycontin, methadone, and other drugs handed out by Dr. Kalk under questionable circumstances. This information will be forwarded to the DEA, and Bureau of Narcotics and Dangerous Drugs as soon as possible by this Detective as further information is learned.
- \* Evidence of Dr. Kalk having no medical malpractice insurance for himself or practice.
- \* Constant daily phone calls to the office staff from collections agencies, and financial institutions, demanding payment on past debt under the name of Dr. Alexander Kalk.
- \* Frequent recent patient visits by people described as "on serious drugs". Notable as the patient clientele was older, and more established up until several weeks ago. Currently, more "questionable" looking, younger patients have been visiting the office.

After hearing the above examples, and several more, I went to Dr. Kalk's office to check his overall welfare. As I arrived, I learned from a receptionist (Mike Holly) that Dr. Kalk was with a patient. I asked Holly if he felt Dr. Kalk was OK. Holly told me that he had been acting a "little weird lately", but did not feel he was a threat to himself, or others. Holly admitted the entire office staff had recently quit, save for him, and the doctor was having Holly hire a temp staff at that time. As Kalk was with the patient for several minutes, I handed Holly my business card to present to the doctor, and to have him call me.

I spoke with Dr. Kalk by telephone on the morning of 12-13-06. During the conversation, several things stood out that were unusual.

\*Dr. Kalk was extremely offended that I would call a doctor as important as him, or that I would worry for his safety. When informed a criminal investigation may be pending related to bad checks, he instructed me on how to handle the investigation his way, or not at all.

\*Dr. Kalk admitted to writing all payroll checks, knowing he had no funds to cover them. He stated he was in debt around \$300,000.

\*Dr. Kalk showed no levels of comprehension on an entire office staff quitting on him. He believed all of them should work for free, to show their dedication to the best doctor in the country, and to care more about him, than to other materialistic things.

\*Dr. Kalk showed no levels of comprehension for their concern over his lack of eating, sleeping, not having a car, having no money, being in serious debt, or his lack of professional standards in the office. His answer was simply that he had to see patients 24 hours a day, because they needed him in the office.

\*During the conversation, which lasted about 27 minutes, the doctor spoke non-stop. The entire conversation was a continuous ramble, that covered a myriad of topics by the doctor. As he would bring up a point, he would ramble, then go to another topic, without finishing his point on the previous topic. Issues he brought up included him being known as the most influential, and powerful Doctor in the area, the raping of society by attorney's, his divorce and child custody battle, and how many important people in the community he served.

After the conversation with Dr. Kalk, I contacted Julie Kalk, with whom the Doctor was going through a long, and difficult divorce proceeding. Julie agreed to meet with me at our station. During my meeting with her, she stated that her husband was both drug tested and put through a psychiatric evaluation as part of the child custody/divorce battle. The drug test, administered 10-30-2006, came back negative. Julie provided a copy of the results which is attached to this report. The psychiatric evaluation, however, was stopped after several consultations, due to a final agreement close to being reached. No results of the early tests were available, and they were not completed.

Julie Kalk told me of several more odd behaviors by her husband. When asked about any possible earlier mental health diagnosis, or treatment for Dr. Kalk, she informed me that Dr. Kalk had a sister in the Michigan area, who recently had some unknown mental breakdown. As a result of the unknown mental condition, the woman cut off her own hand, and was rushed to a hospital by family where she was stabilized. Julie had no other information on mental health disease in the Kalk family or with Dr Kalk himself.

Julie was extremely distraught due to the fact her husband still had supervised visits with their daughters during the divorce proceedings. Although they were mandated as supervised, she was still concerned for their safety due to the unusual behaviors displayed by Dr. Kalk.

Julie gave me examples of e-mails written by Dr. Kalk, which further indicated his unusual behavior. In one e-mail (attached), Dr. Kalk seemed extremely upset at Julie's attorney, Lisa Moore. That e-mail was from Dr. Kalk to 'PLIC', concerning him not having any money to carry medical malpractice insurance anymore. Dr. Kalk also admits to not paying rent, child support, and not having a car anymore.

Julie also brought in several recent advertisements in "The Riverfront Times", St Louis area newspaper. All were advertisements for Dr. Kalk's practice in Creve Coeur. Most were very odd, with one in particular that mentioned attorney Lisa Moore by name in a negative manner. Along with Lisa Moore, Dr. Kalk mentioned Judge Susan Block, stating in the ad, "Look out" to them.

Due to the above information, I contacted Andrew St. James of the Missouri Board of Healing Arts (573-751-0098). Mr. St. James requested I send in this partial report as soon as possible, knowing it was not a full and complete report. I faxed Mr. St. James this original report on 12-15-06 to fax number 573-751-3166.

Further information will be supplied on a supplement report,

Detective Paul Hornung

Attachments-

E-mail from Dr Kalk to 'PLIC'

Approved DSN 22

DATE: 01/10/07  
TIME: 09:21  
*Requested By : Subpoena*

PAGE 1

**CREVE COEUR POLICE DEPARTMENT**  
**SUPPLEMENT REPORT #1**

COMPLAINT NUMBER 06-0003522

ENTERED BY CC414 REPORT DATE 12/18/06 REPORT TIME 15:00 REVIEWED BY CC278  
REPORTING OFFICER 414-HORNUNG DEPT DETECTIVE  
RECLASS DESCRIPTION CASE ACTIVATED/EXCEPTIONALLY CLEARED.

INVESTIGATIVE DEPARTMENTS

DSN	NAME	DEPARTMENT NAME
414	HORNUNG, PAUL	DETECTIVE

OTHER AGENCY

## NARRATIVE INFORMATION

NEIGHBORHOOD CANVASSED? N  
SEND A TELETYPE? N  
COMPUTER MESSAGE/TELETYPE  
REFERENCE # ENTER BY  
WAS ANY EVIDENCE SEIZED? N NARRATIVE? Y

This case will be considered 'active' by virtue of bad checks being written by Alexander Kalk, and now 'exceptionally cleared' as restitution was made on all bad checks to all witnesses in this case.

Further information was developed on the behaviors of Dr. Alexander Kalk as noted below.

On 12-15-06, I contacted the Bureau of Narcotics and Dangerous Drugs. I spoke with Investigator Les Jobe by phone (573-751-7290) and gave him the information I had obtained, which was outlined in the original report. Investigator Jobe decided to open a case, based on that information, and to meet with Dr. Kalk at his earliest convenience.

On 12-18-06, I learned from witnesses Boyd, Dalton, and Jensen, they had been paid, in full, by Dr. Kalk. The payments were for the exact amounts of the insufficient funds checks that were originally passed to Boyd, Dalton, and Jensen by Dr. Kalk for payroll. As a result of the payments, no criminal charges were filed as re-tention was made in full prior to the accepted 10-day time period by Dr. Kalk.

On 12-19-06, I was notified by Investigator Jobe that he met in person with Dr. Kalk. Jobe met with him in Kalk's medical office at 711 Old Ballas. According to Jobe, there were several areas of concern both within the office and with Dr. Kalk's behavior. Ultimately, Jobe said he "was thrown out of the office" by Dr. Kalk, after being denied access to controlled substances and the record keeping of those controlled substances. As those are the areas under the Bureau of Narcotics and Dangerous Drugs purview, Jobe gave Dr. Kalk a written 'three day notice to comply' letter before leaving. Investigator Jobe stated his investigation would continue with search warrants to be applied for, if necessary, to continue his inquiry into Dr. Kalk and his office.

On 12-19-06, I received a letter from the Missouri Board of Healing Arts. The letter (attached) stated the Board would be opening an investigation on Dr. Kalk based on the information in this report.

As the Missouri Board of Healing Arts (Investigator St James), and Bureau of Narcotics and

Dangerous Drugs (Investigator Jobe) were notified of the recent behaviors of Dr. Alexander Kalk, any further action will be taken by their respective agencies.

Attached to this supplement are advertisements for Dr. Kalk that were placed (by him) in the Riverfront Times newspaper. The content of one in particular, referenced in the original report, was of great concern to both Julie Kalk and her divorce attorney, Lisa Moore. According to Julie, she had over 25 e-mails from Alexander describing Moore, and Judge Block, as the 'root of all evils in this world'. Julie Kalk currently had a court ordered gag-order on any further correspondence from Dr. Alexander Kalk. The ad, dated 09-07-2006, which referenced Moore and Block directly, was as follows:

"Oh, that Kalk, babe, has such teeth, dear  
And photo shows them pearly white  
Just a practice , has MacHeath, babe  
And he keeps it...ah...in the line of sight.

On a Ballas sidewalk...uhh huh...saturday mornin'  
lies a body, just oozin life  
take that sick person, to his office  
that sick person, needs Kalk that's right

Now...Howard Wittner...ho, ho...Harold Dielman  
Ooh...Miss Viola Nance and Jane Tayon  
Yes, that line forms on the right, babe  
Now that Kalky's back in town

Aah...I said Joy Gilbert...whoa Lynn Deane  
Look out to Ms Lisa Moore and old Susan Block  
Yes, that line forms on the right, babe  
Now that Kalky's back in town...

Look out...old Kalky's back!!"

According to Julie Kalk, the ad was a take-off on the song, 'Mack The Knife'. Julie noted Alexander would often put movie, or song themes in his Riverfront Times ads, based on what was happening in his life at the time. For example, after losing his personal vehicle due to lack of finances, Alexander placed an ad for his practice dated October 12, 2006. The title of the ad was, 'Dude, Where's My Car', based on the popular movie, with a picture of himself as the main character in the ad caption. Julie also stated most of Alexander's ads contained themes of Alexander being the most important and influential doctor in America.

In my conversations with Julie Kalk, she often made reference to the fact that Alexander was once a "normal human being". She stated Alexander began showing signs of irrational, odd, behaviors just before their marital seperation in the middle of 2005. Even before that time period, Alexander told Julie he wanted to be the most famous Doctor who ever lived. That

explained the recurring theme of Alexander's ads of his face, with the words to the movie, 'Almost Famous', in the Riverfront Times. Julie was very concerned that Alexander no longer had control of his behaviors, for whatever reasons, and wanted no contact with him in any form, after their divorce became final. Julie said Alexander hated guns and did not own any as far as she knew. Alexander had no friends she could think of in the St. Louis area and he had no family other than a sister in Madison, Wisconsin, and his mother in San Diego, California.

As all bad checks were rectified by Dr Kalk, no criminal action will be taken by this Detective without further evidence of criminal activity. The check, and 10-day letter information, will be supplied on a supplement report, from each witness.

Also attached to this report are the written statements given by witnesses Boyd and Dalton from 12-13-06.

Further information to be supplied on a supplement report,

Detective Paul Hornung 414

Attachments-

Letter from the Missouri Board of Healing Arts  
Riverfront Times ad dated 10-26-06 (Star Wars)  
Riverfront Times ad dated 10-12-06 (Dude...Car)  
Riverfront Times ad dated 09-07-06 (Moore/Block)  
Riverfront Times ad dated 09-28-06 (Matrix)  
Riverfront Times ad dated 10-19-06 (Strip Club)  
Copy of Riverfront Times ad, unknown date (his daughters ad)  
Copy of Riverfront Times ad, unknown date (hostile spouse)  
Copy of Riverfront Times ad, unknown date (Almost Famous)  
Boyd's written statement  
Dalton's written statement

Approved DSN 22

DATE: 01/10/07

TIME: 09:21

Requested By : Subpoena

PAGE

1

**CREVE COEUR POLICE DEPARTMENT  
SUPPLEMENT REPORT #2**

COMPLAINT NUMBER 06-0003522

ENTERED BY CC414 REPORT DATE 01/03/07 REPORT TIME 12:18 REVIEWED BY CC278

REPORTING OFFICER 414-HORNUNG DEPT DETECTIVE

RECLASSIFY INCIDENT? N RECLASS DESCRIPTION

INVESTIGATIVE DEPARTMENTS

DSN	NAME	DEPARTMENT NAME
414	HORNUNG , PAUL	DETECTIVE

OTHER AGENCY

## VICTIM PERSON INFORMATION

NAME LAST **BOYD** SURNAME **JACQUELYN** MIDDLE **M**  
 MOBILE AC 314 PHONE [REDACTED] EXT [REDACTED] CONTACT NAME  
 RACE **WHITE** SEX **FEMALE** DOB [REDACTED]  
 PERSON CODE **ADULT** MARITAL STATUS **SINGLE** AGE **23**  
 SSN [REDACTED] BIRTH PLACE RESIDENT STATUS **NON-RESIDENT**  
 OCCUPATION  
 VICTIM PROSECUTE? **Y** VICTIM INJURED? **N** DOMESTIC ABUSE? **N**  
 EMOTIONS  
 EMOTION COMMENT  
 PHYSICAL STATE

NAME LAST **DALTON** SURNAME **AMANDA** MIDDLE **L**  
 MOBILE AC 314 PHONE [REDACTED] EXT [REDACTED] CONTACT NAME  
 RACE **WHITE** SEX **FEMALE** DOB [REDACTED] AGE **21**  
 PERSON CODE **ADULT** MARITAL STATUS **SINGLE**  
 SSN [REDACTED] BIRTH PLACE RESIDENT STATUS **NON-RESIDENT**  
 OCCUPATION  
 VICTIM PROSECUTE? **Y** VICTIM INJURED? **N** DOMESTIC ABUSE? **N**  
 EMOTIONS  
 EMOTION COMMENT  
 PHYSICAL STATE

## PROPERTY INFORMATION

## PROPERTY CODE CURRENCY/NOTES

PROPERTY ROLE **RECOVERED** STOLEN  
 QUANTITY **1** DESCRIPTION **PERSONAL CHECK**  
 SERIAL NUMBER **11904001** BRAND **THE BUSINESS BANK OF ST**  
 MODEL **UNKNOWN CHECK NUMBER** PROPERTY VALUE **561.22** RECOVERED VALUE **561.22**  
 OPERATION IDENT USED? **N** OPERATION  
 ADDITIONAL INFO  
**CHECK CAME BACK AS INSUFFICIENT --WITH RESTITUTION MADE AT LATER DATE--PAID TO DALTON.**

## PROPERTY CODE CURRENCY/NOTES

PROPERTY ROLE **RECOVERED** STOLEN  
 QUANTITY **1** DESCRIPTION **PERSONAL CHECK**  
 SERIAL NUMBER **11904001** BRAND **BUSINESS BANK OF ST LOU.**  
 MODEL **UNKNOWN CHECK NUMBER** PROPERTY VALUE **840.49** RECOVERED VALUE **840.49**  
 OPERATION IDENT USED? **N** OPERATION  
 ADDITIONAL INFO  
**CHECK CAME BACK AS INSUFFICIENT--RESTITUTION WAS MADE LATER--PAID TO BOYD.**

## PROPERTY CODE CURRENCY/NOTES

PROPERTY ROLE **RECOVERED** STOLEN

QUANTITY 1	DESCRIPTION	PERSONAL CHECK
SERIAL NUMBER 11904001	BRAND	BUSINESS BANK OF ST LOU.
MODEL UNKNOWN CHECK NUMBER	PROPERTY VALUE	55.00
OPERATION IDENT USED? N	RECOVERED VALUE	55.00
OPERATION		
ADDITIONAL INFO		
CHECK CAME BACK AS INSUFFICIENT--RESTITUTION WAS MADE LATER--PAID TO BOYD.		
TOTAL: 1456.71		
RECOVERED TOTAL: 1456.71		

## NARRATIVE INFORMATION

NEIGHBORHOOD CANVASSED? N

SEND A TELETYPE? N

COMPUTER MESSAGE/TELETYPE

REFERENCE #

ENTER BY

WAS ANY EVIDENCE SEIZED? N NARRATIVE? Y

This supplement report was made to show the value of the insufficient checks that were written by Alexander Kalk.

After victims Boyd and Dalton obtained the required 10-day letters in relation to their payroll checks, they were soon after notified by Dr. Kalk that he would make restitution.

The three insufficient checks, made by Alexander Kalk, were as follows:

\*\*Business Bank of St Louis, check in the amount of \$561.22, paid to Amanda Dalton.

\*\*Business Bank of St Louis, check in the amount of \$840.49, paid to Jacquelyn Boyd.

\*\*Business Bank of St Louis, check in the amount of \$55.00, paid to Jacquelyn Boyd.

After learning of his desire to make good on the checks, Boyd and Dalton agreed to meet with Dr. Kalk, in his office, where he presented them with new checks. All of the new checks cleared, meaning full restitution was made by Alexander Kalk to both Amanda Dalton and Jacquelyn Boyd.

Boyd and Dalton informed me that Dr. Kalk asked for the three insufficient checks. Boyd and Dalton agreed to hand them over to him at that time. As a result, this Detective has no original, or copy, of any of the three checks in question.

Due to restitution, this case was 'exceptionally cleared' with a total recovery amount of \$1,456.71.

Any further information to be supplied on a supplement report,

Detective Paul Hornung 414



Matt Blunt  
Governor  
State of Missouri

David T. Broeker, Director  
**DIVISION OF PROFESSIONAL REGISTRATION**

06-  
3522

Department of Insurance  
Financial Institutions  
and Professional Registration  
W. Dale Finke, Director

Tina Steinman  
Executive Director

STATE BOARD OF REGISTRATION FOR THE HEALING ARTS  
3605 Missouri Boulevard  
P.O. Box 4  
Jefferson City, MO 65102-0004  
573-751-0098  
866-289-5753 TOLL FREE  
573-751-3166 FAX  
800-735-2966 TTY  
website: [www.pr.mo.gov/healingarts.asp](http://www.pr.mo.gov/healingarts.asp)

December 15, 2006

Detective Paul Hornung #414  
300 N. New Ballas Road  
Creve Coeur, MO 63141

Dear Detective Hornung:

Your complaint expressing concerns about Alexander Thomas Kalk, M.D. has been reviewed.

An investigator for the State Board of Registration for the Healing Arts has been assigned to the case and, as soon as their schedule will permit, they will contact you to discuss this matter in greater detail. If your phone number has changed since your complaint was filed, please provide this office with a current phone number. Your cooperation with the investigator will facilitate review of this matter.

Investigations of this nature can be time consuming and involved. When the investigation is complete and the Board has made a decision, you will be notified in writing of that decision. If you have questions in the interim, please do not hesitate to contact John Heidy, Chief Investigator; or Tina Steinman, Executive Director, at the number listed above.

Sincerely,

*Phyllis Rehagen*  
Phyllis Rehagen  
Investigations Unit  
573/526-1105  
866/439-3893

JH/TS/pr

# Caroline Marcotte

## Statement

Notes from 10/20/06 Meeting with Jordan Marcotte (she goes by Caroline Marcotte)

Her cell phone: [REDACTED] (somewhat unreliable)

Mom's cell phone: 31[REDACTED]. Mom's name is Robin.

Caroline has a binder with more info in it for us. We can probably get additional contact info from her if needed as well.

Other employee (current and former) contact information she provided...

Steven Mattley – works weekends only 314[REDACTED].

He paid for Alex's rental car.

Mary Chism – 618[REDACTED]1 – recently quit. She worked there for about 1 week because of Alex's behavior. Would be a good person to talk with.

Mark Albrecht (sp?) – quit after about 3 weeks – also a good person to talk with... she did not have his number. Mark never used drugs, never drank.

Mike Holly – 314-[REDACTED]

Leo (real name is Alex) Zemcuznikov – 314-[REDACTED]

Natalie Hampton – 314-[REDACTED] – Alex knew to keep away from Natalie... he said to Caroline (about Natalie) "I don't think she is the huggy type."

John Servais cell 314-[REDACTED] – said to Caroline (about working for Alex, in reference to the stress of the office, the RFT ads) "I think I'm losing my mind, I think I'm going crazy."

Darla (someone) would love to sue Alex. (current employee). Claims would be sexual harassment and hostile work environment. "Grabbed her ass" in front of drug reps.

Melissa Hall – former ee -- would love to sue Alex – sexual harassment.

Philip Foultz – GONE

James Dawson -- GONE

James McDowall – GONE

One of the James (not sure which one – the "English one" is going to the Department of Labor and Wages (EEOC?) to build a case against Alex for how he was running the business.

#### FINANCIAL

Alex has what he calls "cheat codes." These are ICD9 codes. Ways of billing the insurance company for visits. He uses 2 generic broad spectrum codes. He is doing a few things.... First, he charges patients for a 30 minute visit, when he might only see them for 12 or 15 minutes. He also tells his employees to use the 2 codes for every visit, regardless of the problem. They are for:

- fatigue
- cough

The codes are 780.79 and V48.something (could not remember the rest of it). He is also 3 months behind on billing. She said he just sent 3 months of fraudulent bills into Medtech – his billing company.

Everyone has a Palm Pilot, office is filled with flat screen TVs, has expensive massage chairs, artwork on display, antique chests, other antiques, Relax the Back neck pillows. He serves water in wine glasses from Z Gallerie, he took her to Z Gallerie with him and as they were checking out he bought her a \$20 ring. Made her very uncomfortable. She threw the ring away. He spent \$3,000 in an hour with her at Pier One on “junk.” Just bought an expensive color copier, printer for his office, even though they already had one.

He was paying her \$11 an hour. 1.5 weeks later he gave her \$13 an hour and told her not to tell anyone. Told her she was doing a great job.

Alex told her he is \$40K in debt – recently. She thinks he is buying his machines (bone density machines, radiological machines etc) as opposed to leasing them. There is no machine that you need a certificate to run, except for bone density.

2 weeks ago, but not this past week, Alex could not make payroll. The ees had to wait 1 week to get paid.

Alex gets all of the mail first when it comes into the office – is very secretive about the mail. (I asked her if she ever saw any mail there with my name on it). Then he delegates it out. She said he is very controlling. He does not take advice or feedback.

He pays for things with credit – she thinks he is paying for advertising with a payment plan – nothing upfront. Thinks that is how he is paying for TV commercials.

## WEIRD STUFF

At the beginning of September, Stacey Gooch (ee) was in Alex's apartment with the girls, and they were on the balcony, and the girls were standing on chairs that were higher than the railing height of the balcony. Alex lives on the 20<sup>th</sup> floor. Stacy was afraid to go out on the balcony.

Alex met Caroline because she was originally a patient. Her first day of work was 8/26/06 and she quit 10/17/06. She had come in for a hurt foot. He had examined her foot in a pitch black room, which she thought was weird – her mom is an R.N. – thought this was bad medicine. Came back to see him however – she needed a primary care doctor. Had a full physical on 8/22/06. Mentioned to him that she had recently had GYN surgery at the end of July, and was under the care of a GYN (obviously) but Alex wanted to do a breast exam and a pelvic exam during her physical, and did this with no female

witness in the room. He left the room, she got dressed, and when he came back in, he offered her the job in his office. The way he positioned the job to her (and to everyone who worked there) was a way out of retail (or whatever “crappy” jobs they were in) without going to college. Made it seem like a very attractive offer.

Caroline thinks Alex might be bi-sexual or gay, gives lots of hugs to the men and women. The men he hires are all gay, and they like the sexual touching. She thinks Alex is trying to “figure it out.” Lots of hugs for the women. Also, for the women, lots of:

- ass-grabbing
- kissing on the neck
- kissing on the cheeks
- attempted kissing on the mouth

With Caroline, he took her in his office, closed the door and pinned her next to the door – kissed her on the cheeks – trying to kiss her on the mouth. She was pushing him away on his chest saying “no!” He also came on to Darla, who still works there.

Alex hired Stacey Gooch because she was working at P.T.s – a strip club on the East Side where she was working. She was either a stripper there or a cocktail waitress. She sometimes says one thing, and sometimes says the other. Alex tells lots of stories of going to the East Side and drinking, partying. Caroline thinks he goes about 3 times per week. She thinks he goes by himself. She also re-told the syringe story that Lisa previously heard.

There is someone named Jessie, to whom he is engaged. He spent \$3,000 on a ring for her. Caroline saw a fax for an apartment application in Illinois for which Alex co-signed. Jessie lives on the East Side. At some point in the relationship, there was some confusion because Jessie had given him the right street name for where she lived, but the wrong street number.

Jim Stewart (patient) told Stacey Gooch (ee) that Alex had a stripper living with him and her child. Stacey told this to Caroline around October 13, 2006.

He was trying to get the office staff to hire a cook for the girls, because he was unable to cook them healthy meals, and was not willing to learn how to cook.

Darla in the office does Alex’s laundry.

Alex shaves and brushes his teeth at work while barking out orders to his staff. It makes them very uncomfortable. He has no boundaries between work and personal life.

He brings in a huge number of photos of the girls – always in costumes. Caroline thinks it is creepy. She thinks he should be playing with them in the little time he has – not just taking pictures. She also thinks his mom is contributing to this fantasy world.

Alex refers to women as Princesses. (Like Stacey Gooch – to the girls).

He walks around the office making up songs about Lisa Moore and "Old Susan Block." He makes the employees listen to the songs. Also makes up ads. He is obsessed with the lawyers and the divorce, but then tells his ees that he is happy and this is not affecting him. Says he is on the verge of losing his kids, but is very cavalier about it. She described his personality as very "Jekyll and Hyde." She said he would be up one day, singing songs, making up poems and talking to everyone, and very down the next – and the office staff knew not to give him work to do – to try and just get through the day.

Alex will go out into the parking lot at work and pace and yell on the phone. His patients have no idea what is going on – they can't see out the windows. His office is very sheltered from the outside world.

When a patient comes in, he has them bring in all of their medications, and then he takes away any old medications they no longer need to be taking, and he keeps those old medications. Caroline does not know what he does with these medications, but he does not dispose of them. Re-use them with other patients? Use them himself?

Lots of HIPPA violations.

He is taking Meridia – a weight loss drug, and Effexor – an anti-depressant. He steals these drugs from the sample closet.

I asked Caroline about Joy Gilbert. Joy is not a pt – Tom West, Joy's boyfriend or husband is... Caroline said that Joy and Alex have a very flirty relationship.

Alex asked Caroline to babysit one night – she said no.

Alex came to work so out of it at one point and had "lost" his car – said it couldn't be far, he didn't know if he had called a cab or if a cab had been called for him. Said it was because he had taken cold medicine. Ees had to put him to bed.

Alex had all of the paintings done by an artist in West County Mall – he would go in the entrance by J. Bucks. Had Lisa's portrait done like the Wicked poster – she is the green witch and Alex is the white witch and he is whispering in her ear.

#### STOLEN CAR

Caroline thinks that Jim Stewart, who is the guy driving the car in the RFT "Dude Where's my Car" ad from last week either has Alex's car, or has taken it to get it fixed -- most likely to a Dobbs auto shop. He is a patient of Alex's. He called my house several times -- I used to have his number on my caller ID, but I no longer have it. Jim drives a large white SUV. (I saw his car -- he once dropped off Alex at my house for a visit with the girls).

According to Caroline, Jim did some "informal" PI work for Alex, and "found" his car when he lost it originally. He found it (it took him 2 or 3 days) at the Galleria. A

security guard at the Galleria said that Alex was "wasted." Apparently he left it there with 2 flat tires on the right side, body damage on the right side, and it was towed away from that location. Alex left his car at the Galleria and took off in a cab.

Clayton Police Report of the  
Forged Checks  
Prosecutor refused to Issue  
warrants

When you're a Doctor your  
invincible

**CLAYTON POLICE DEPARTMENT  
INCIDENT REPORT  
9 - 1698 - ORIGINAL**

**INCIDENT DATA**

Offense	FORGERY	Call Received	RADIO
UCR Crime Code	FORGERY	Reporting Dept.	PATROL
Date/Time Reporting	05/21/2009 13:45 THURSDAY	Reporting Officer	280 - THORNTON
Juris Reporting	CLAYTON		
For Jurisdiction	CLAYTON		
Case Status	ACTIVE		
Date/Time Received	05/21/2009 13:45 THURSDAY	Nature	FRAUD
Date/Time Dispatch	05/21/2009 13:45 THURSDAY	Date/Time Arrival	05/21/2009 13:47 THURSDAY
Unit Num.	1913	COGIS	2160
PCT/Dist	DISTRICT 3	Sector	
Street Address	227 SOUTH CENTRAL AVENUE	Apt/Suite/Rm#	
City		Zip	
State	MISSOURI	Location Desc.	
Caller Name	1913	Apt/Suite/Rm #	
Street Address		State	
City		Location Desc.	
Zip		Phone #	
Area Code			
Premise	BANK/CREDIT UNION/SAVINGS & LOAN		
Date/Time From	03/03/2008 12:00 MONDAY	Date/Time To	03/31/2008 12:00 MONDAY
Street Address	UNKNOWN	Apt/Suite/Rm#	
City		Zip	
State	MISSOURI	Location Desc	BANK OF AMERICA
Entry Point		Exit Point	
Entry Method		Tools Used	
<input type="checkbox"/> Entry Visible to Patrol?			
Agency/Personnel			
Date/Time Entered	05/21/2009 16:18 THURSDAY	Entered By	CHRISTINA MCMULLAN
FINAL APPROVAL	PHYLLIS HOLLOWELL	DSN 555	05/28/2009 12:42 THURSDAY

VICTIM INFORMATION

Last Name	STEWART	Middle Name
First Name	JAMES	Sur Name
Person Type	ADULT	



**Police Department**  
227 S. Central Avenue  
Clayton, Missouri 63105-3505

 Printed on recycled paper

James Stewart  
1580 East Swan Circle  
Brentwood, MO 63144



Haesler

016H16505418  
\$00.440  
08/03/2009  
Mailed From 63105  
US POSTAGE

METROPOLITAN PHYSICIANS GROUP, LLC  
11605 Studt  
Suite 112  
St Louis, MO 63141

1078

70-138810

3/6/08

DATE

PAY TO THE  
ORDER OFAlex Karr  
Four hundred

\$ 400.00

DOLLARS



▲ REGIONS

10810013870 82 2028 8370 1078 000000400000

• MAR INC.

REGIONS BANK 03/10/08  
E4851 RR 0600110150-13  
SP219 062000019

6200353261

BANK OF AMERICA, N.A. STI  
083069034 E1516 50 P23  
03/10/08

3420371353

Posting Date Mar 10 2008

DB/CR D

Amount \$400.00

Item Bank 53

Account 8220288370

Check No 1078

Sequence No 6200353261

**METROPOLITAN PHYSICIANS GROUP, LLC**  
11605 Studt  
Suite 112  
St Louis, MO 63141

2020

70-133710

70-1328010

\$ 200.00

PAY TO THE  
ORDER OF

TO THE  
ONE HUNDRED  
Alex Kue

 REGIONS

1008 1008 3870 8220 2883 7000 2020 2000000 3000000

REGIONS BANK 93/25/08  
E4165 SS 0000219392-13  
SP219 062000019  
E10079015

Posting Date Mar 25 2008

DB/CR D

Amount \$300.00

Item Bank 53

Account 8220288370

Check No 2020

Sequence No 6100790151

METROPOLITAN PHYSICIANS GROUP, LLC  
11605 Stahl  
Suite 112  
St Louis, MO 63141

2022

70-138810

3.23.08

1 \$ 101.00

101.00

PAY TO THE  
LAWYER

THE HANDBALL CO.

REGIONS

S-DA-1

10810013871 8220288370 2022 000000101000

REGIONS BANK 03/25/08  
E4165 RR 0008219202-13  
SP210 062000019

6100790739

Signature

BANK OF AMERICA, N.A. ST.  
00100001 112044 P23  
03/25/08  
3420943245

Posting Date Mar 25 2008

DB/CR D

Amount \$101.00

Item Bank 53

Account 8220288370

Check No 2022

Sequence No 6100790739

**METROPOLITAN PHYSICIANS GROUP, LLC**  
11605 Stucht  
Suite 112  
St Louis, MO 63141

2023

70-1337710

3-24-2008

\$100.00

፳፻፲፭

PAY TO THE  
ORDER OF Alex Kalk  
one hundred dollars

**A** REGIONS

10810013870 8220288370 2023 000000100007

REGIONS BANK 03/26/98  
E4179 RR #000110150-13  
SP219 062900019

16200704779

3993

٦٣

BANK OF AMERICA ST.  
PO BOX 100000-2412285-98 P23  
~ 03/25/08  
34200036970

Posting Date Mar 26 2008

DB/CR D

Amount \$100.00

Item Bank 53

Account 8220288370

Check No 2023

Sequence No 6200704779



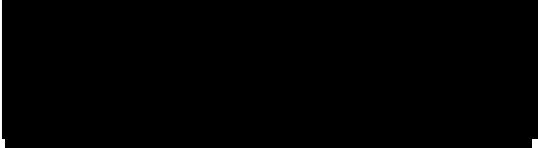
05/01/2008

To Whom It May Concern:

James Stewart is having serious difficulties with his bank accounts. There is a current individual who knows his social security number and has tried to act as Mr. Stewart on different occasions. Mr. Stewart has told me that this individual has also tried to open accounts up underneath his SSN with out Mr. Stewart knowing so. It would be in his best interest if you would consider changing his SSN because of the amount of identity theft he is experiencing.

A handwritten signature in black ink that reads "Chris Calcaterra".

Chris Calcaterra  
Assistant Branch Manager

A large rectangular area of the page is completely blacked out with a redaction marker, obscuring several lines of text that would normally follow the signature.

# Bad Checks from Kalk

# **OFFICE OF PROSECUTING ATTORNEY**

**ROBERT P. McCULLOCH**  
Prosecuting Attorney

St. Louis County  
Civil Division – Bad Checks  
County Courts Building  
7900 Carondelet  
Clayton, Missouri 63105

(314) 615-7522  
FAX (314) 615-0488

May 8, 2009

ALEXANDER KALK  
522 N NEW BALLAS RD STE 270  
SAINT LOUIS MO 63141

Dear ALEXANDER KALK:

METROPOLITAN PHYSICIANS GROUP has complained to this office that you passed the below referenced bad check(s) in St. Louis County. A copy of the check(s) is enclosed.

Missouri law makes the intentional passing of a bad check a crime punishable by a fine and/or imprisonment. Before beginning the criminal investigation, the Prosecuting Attorney's Office would like to give you the opportunity to avoid arrest and prosecution. By paying the check(s) and corresponding fees, you can avoid criminal prosecution. **YOU MUST DO ALL OF THE FOLLOWING:**

**(1)** Obtain a money order or cashier's check for **\$19,649.52** payable to METROPOLITAN PHYSICIANS GROUP; AND

**(2)** Obtain a separate money order or cashier's check for **\$320.00** payable to the Prosecuting Attorney of St. Louis County; AND

**(3)** Mail your payments to:

Prosecuting Attorney's Office  
Bad Check Unit  
7900 Carondelet, Rm 159  
St. Louis, MO 63105

OR

Deliver the cashier's check(s) or money order(s) to the address above between 8:00AM and 4:30PM Monday through Friday.

**We will not accept personal checks or cash, payment plans, or extensions. Partial payments are not accepted and will be returned.**

**Payment must be made by May 22, 2009. Failure to make payment by this date may result in further investigation and potential prosecution. In addition, your failure to pay within ten days may be used against you in court.**

## **Check(s) Referred to the Prosecuting Attorney's Office**

<b>Payee Name</b>	<b>Case Number</b>	<b>Check Number</b>	<b>Check Amount</b>	<b>Victim Fee</b>	<b>Prosecutor Fees</b>
METROPOLITAN PHYSICIANS GROUP	2009-1747	376	\$4,735.00	\$25.00	\$80.00
METROPOLITAN PHYSICIANS GROUP	2009-1747	377	\$4,960.00	\$25.00	\$80.00
METROPOLITAN PHYSICIANS GROUP	2009-1747	1094	\$4,867.32	\$25.00	\$80.00
METROPOLITAN PHYSICIANS GROUP	2009-1747	1063	\$4,987.20	\$25.00	\$80.00

Should you have any questions, please call our office at 314-615-7522.

Very truly yours,



Robert P. McCulloch  
Prosecuting Attorney

Enclosure(s)

## **OFFICE OF PROSECUTING ATTORNEY**

**ROBERT P. McCULLOCH**  
Prosecuting Attorney

St. Louis County  
Civil Division – Bad Checks  
County Courts Building  
7900 Carondelet  
Clayton, Missouri 63105

(314) 615-7522  
FAX (314) 615-0488

May 8, 2009

ALEXANDER KALK  
522 N NEW BALLAS RD STE 270  
SAINT LOUIS MO 63141

Dear ALEXANDER KALK:

AAA INVESTMENT GROUP has complained to this office that you passed the below referenced bad check(s) in St. Louis County. A copy of the check(s) is enclosed.

Missouri law makes the intentional passing of a bad check a crime punishable by a fine and/or imprisonment. Before beginning the criminal investigation, the Prosecuting Attorney's Office would like to give you the opportunity to avoid arrest and prosecution. By paying the check(s) and corresponding fees, you can avoid criminal prosecution. **YOU MUST DO ALL OF THE FOLLOWING:**

**(1) Obtain a money order or cashier's check for \$9,811.95 payable to AAA INVESTMENT GROUP; AND**

**(2) Obtain a separate money order or cashier's check for \$160.00 payable to the Prosecuting Attorney of St. Louis County; AND**

**(3) Mail your payments to:**

Prosecuting Attorney's Office  
Bad Check Unit  
7900 Carondelet, Rm 159  
St. Louis, MO 63105

OR

Deliver the cashier's check(s) or money order(s) to the address above between 8:00AM and 4:30PM Monday through Friday.

**We will not accept personal checks or cash, payment plans, or extensions. Partial payments are not accepted and will be returned.**

**Payment must be made by May 22, 2009. Failure to make payment by this date may result in further investigation and potential prosecution. In addition, your failure to pay within ten days may be used against you in court.**

### **Check(s) Referred to the Prosecuting Attorney's Office**

<b>Payee Name</b>	<b>Case Number</b>	<b>Check Number</b>	<b>Check Amount</b>	<b>Victim Fee</b>	<b>Prosecutor Fees</b>
AAA INVESTMENT GROUP	2009-1748	1091	\$4,789.60	\$25.00	\$80.00
AAA INVESTMENT GROUP	2009-1748	1062	\$4,972.35	\$25.00	\$80.00

Should you have any questions, please call our office at 314-615-7522.

Very truly yours,



Robert P. McCulloch  
Prosecuting Attorney

Enclosure(s)

# **OFFICE OF PROSECUTING ATTORNEY**

**ROBERT P. McCULLOCH**  
Prosecuting Attorney

St. Louis County  
Civil Division – Bad Checks  
County Courts Building  
7900 Carondelet  
Clayton, Missouri 63105

(314) 615-7522  
FAX (314) 615-0488

May 8, 2009

ALEXANDER KALK  
522 N NEW BALLAS RD STE 270  
SAINT LOUIS MO 63141

Dear ALEXANDER KALK:

JAMES STEWART has complained to this office that you passed the below referenced bad check(s) in St. Louis County. A copy of the check(s) is enclosed.

Missouri law makes the intentional passing of a bad check a crime punishable by a fine and/or imprisonment. Before beginning the criminal investigation, the Prosecuting Attorney's Office would like to give you the opportunity to avoid arrest and prosecution. By paying the check(s) and corresponding fees, you can avoid criminal prosecution. **YOU MUST DO ALL OF THE FOLLOWING:**

(1) Obtain a money order or cashier's check for **\$4,852.50** payable to JAMES STEWART; AND

(2) Obtain a separate money order or cashier's check for **\$80.00** payable to the Prosecuting Attorney of St. Louis County; AND

(3) Mail your payments to:

Prosecuting Attorney's Office  
Bad Check Unit  
7900 Carondelet, Rm 159  
St. Louis, MO 63105

OR

Deliver the cashier's check(s) or money order(s) to the address above between 8:00AM and 4:30PM Monday through Friday.

We will not accept personal checks or cash, payment plans, or extensions. Partial payments are not accepted and will be returned.

**Payment must be made by May 22, 2009. Failure to make payment by this date may result in further investigation and potential prosecution. In addition, your failure to pay within ten days may be used against you in court.**

## **Check(s) Referred to the Prosecuting Attorney's Office**

Payee Name	Case Number	Check Number	Check Amount	Victim Fee	Prosecutor Fees
JAMES STEWART	2009-1749	1064	\$4,827.50	\$25.00	\$80.00

Should you have any questions, please call our office at 314-615-7522.

Very truly yours,



Robert P. McCulloch  
Prosecuting Attorney

Enclosure(s)

Reason For Illinois Medical  
License & Controlled Substance  
License Registered to a Log  
Cabin

**RE: Things I will need**

Saturday, December 1, 2007 4:30 PM

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "jim stewart" <jimstewart2007@yahoo.com>  
**Cc:** cshelley@parexcellencepbs.com

I have said this many times to Jim but he does not want to hear it. Here it is again:

The reason I have an office in Macedonia is to be able to get a DEA license.

The other reason is because the office costs 100\$ a month and that is very very little.

I do not want a credit card machine there period.

I will not be seeing any patients there at this time. (except perhaps Jim and Gordon Webb)

There is **no reason** for me to see patients there.

If someone has actual proof that there is a reason, they can show it to me from the source.

Other than that, there is no reason to talk about it.

I do not want to put effort into understanding how to practice medicine in a remote community.

Alex

---

**From:** jim stewart [mailto:jimstewart2007@yahoo.com]  
**Sent:** Saturday, December 01, 2007 3:45 PM  
**To:** cshelley@parexcellencepbs.com; jimstewart2007@yahoo.com; Alex Kalk  
**Subject:** Things I will need

I will need an appointment book

We need to discuss a day or two a month that you can see patients at the Illinois location in order to advertise and set up appointments.

I need to meet with the bank and set it up to be able to accept credit cards from that location, and I need to study the options accepting them with a wireless credit card machine is one option, or through a land line is the other. but I don't think we need a land line at least not yet.

Jim

---

Never miss a thing. [Make Yahoo your homepage.](#)

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# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

### LICENSE NO.

**336.080872**

**036.119654**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

### EXPIRES:

**07/31/2008**

### LICENSED PHYSICIAN AND SURGEON CONTROLLED SUBSTANCE IIN II III IV V IIIN

**ALEXANDER THOMAS KALK MD  
METROPOLITAN PHYSICIANS GROUP LLC  
14689 N THOMPSONVILLE RD  
MACEDONIA, IL 62860**



DEAN MARTINEZ  
SECRETARY

DANIEL E. BLUTHARDT  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**1594089**

Cut on Dotted Line

### State of Illinois

LICENSE NO. **336.080872** Department of Financial and Professional Regulation  
Division of Professional Regulation



### LICENSED PHYSICIAN AND SURGEON CONTROLLED SUBSTANCE IIN II III IV V IIIN

**ALEXANDER THOMAS KALK MD**

### EXPIRES:

**07/31/2008**

DEAN MARTINEZ  
SECRETARY

DANIEL E. BLUTHARDT  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**1594089**

Cut on Dotted Line

Affidavit By Doctor Alex Kalk  
Outlining His Alleged  
Involvement With The Russian  
Mob

## Dr. Alex Kalk

---

**From:** Dr. Alex Kalk [alexkalk@stlouis.org]  
**Sent:** Monday, January 19, 2009 4:29 AM  
**To:** jimstewart2007@yahoo.com  
**Subject:** FW: Death of Alexander Kalk

---

**From:** Dr. Alex Kalk [mailto:alexkalk@stlouis.org]  
**Sent:** Monday, January 19, 2009 3:53 AM  
**To:** jimstewart2007@yahoo.com  
**Subject:** Death of Alexander Kalk

Monday, January 19, 2009 330am

## Affidavit of Alexander Kalk M.D.

**INSTRUCTIONS:** In the event of the death of Alexander Kalk, no matter what the circumstances or cause, give this affidavit to the F.B.I. Major Case Squad, and to the St Louis County Major Case Squad. Also give a copy to any police departments investigating my death.

To Roger Berent:

This affidavit, placed in sealed envelopes, has already been sent to 10 (Ten) close friends and to 4 (four) Attorneys none of which are located in Missouri.

It instructs that upon my death, **by any cause**, that this sealed letter shall be opened and furnished to law enforcement.

I, Alexander Kalk M.D., at no time in the last 10 years *applied for life insurance , took out life insurance, or allowed or authorized any person or company* to take out *any type of insurance policy on me* including but not limited to "key man" insurance.

It came to my attention January 16<sup>th</sup> through a letter from my ex-wife's attorney Lisa Moore, that at least one of the people that I am working for at this time is being investigated for "suspicion of being affiliated with members of Russian organized crime." It is my belief that Yuriy Shrifteylik *is the person being referred to in the letter*.

According to Mrs Moore, the F.B.I. recently approached her, out of the blue, for information that could be used to further their investigation into charges against "a Russian member" of St Louis Top Doc's LLC. (see enclosed letter in form of email from Lisa Moore JD to Jim Whitney JD)

I also am aware that a young Russian man who owned Rug World on Brentwood Blvd. in Brentwood MO was executed gangland style only months ago within the Rug World Store and that the homicide seemed to be 1) without reason, 2) an "inside job" according to newspapers, and 3) it is under investigation by the Major Case Squad of the St Louis County Police and the F.B.I.

The murdered man's widow had a \$700,000.00 (Seven Hundred Thousand dollar) insurance policy on his life despite the fact that he had no children according to Roger Berent who told me this in a phone conversation.

The day after the homicide, Yuriy Shrifteylik, suddenly asked me to stop seeing patients and drove me to the home of "a woman seriously upset and depressed"

He took me, it turns out, to the home of the widow of the man murder the day prior at Rug World and asked me "to give her something to calm her down and help her with her depression and grief." When asked about details of the murder at the Rug World store or his theory of why the man was murdered, Yuriy only shrugged his shoulders and denied having any theory.

He told me that he and the man who was murdered were friends.

Roger Berent, owner of United Diagnostic Services LLC is involved currently as a business partner with Yuriy Shrifteylik and has been for 10 years.

Roger Berent is also in the insurance business and can easily obtain life insurance **on anyone, with or without their knowledge.**

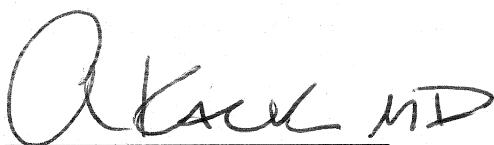
It is my belief that it is plausible that Roger Berent could have written the life insurance policy on the gentleman who was murdered in Rug World.

I do not have evidence of this but it needs to be looked at if I meet my demise.

The 14 people I sent this Affidavit to have been instructed not to open this sealed envelope unless I die or am rendered unconscious **for any reason.**

As long as I remain safe this Affidavit will never go out.

This letter is a precaution designed to protect me, **in case there is any truth** to the F.B.I. claim made to Lisa Moore J.D.



Dr. Alexander Kalk/Affiant

STATE OF MISSOURI)) SS.

COUNTY OF ST. LOUIS )

On this, the nineteenth day of January, 2009, at 10:18 a.m., before me personally appeared Alexander Kalk M.D. This was verified with photo I.D. from State of Missouri.

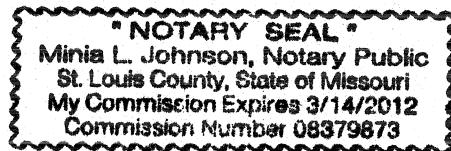
Dr Kalk wants to establish that he is the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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



Notary Public

My commission expires: 3/14/2012



LETTER FROM THE OFFICE  
OF THE CHIEF  
DISCIPLINARY COUNSEL

Outlining The Unauthorized  
Practice Of Law

**OFFICE OF THE  
CHIEF DISCIPLINARY COUNSEL**

3335 AMERICAN AVENUE  
JEFFERSON CITY, MO 65109-1079  
(573) 635-7400 FAX (573) 635-2240

*SUPREME COURT OF MISSOURI*

March 10, 2008

Alex Kalk, M.D.  
11605 Studt  
Creve Coeur, MO 63141

Re: **File #UPL-08-10**

Dear Dr. Kalk:

The Missouri Supreme Court has authorized this office to investigate the unauthorized practice of law and to institute and prosecute legal actions to prevent such activity. Engaging in the business of unauthorized practice of law is also a misdemeanor criminally prosecutable in Missouri Circuit Courts.

It has come to our attention that you may be offering legal advice and/or engaging in the practice of law when, in fact, you are not a licensed Missouri attorney. Enclosed is a copy of the information we received. We are conducting an investigation of your activities to determine whether any legal action may be appropriate under the laws which prohibit the unauthorized practice of law.

Please respond to this letter with a complete written explanation of your activities within two (2) weeks of the date of this letter.

We look forward to receiving your prompt reply by March 24, 2008.

Sincerely,



Nancy L. Ripperger  
Staff Counsel

NLR/gs

Enclosure



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## M.D. Alex Kalk can help you with medical legal matters 365 days a year

posted: February 22, 2008, 03:00 PM

---

**Reply:** [alexkalk@stlouis.org](mailto:alexkalk@stlouis.org)

M.D. Alex Kalk has been in medicine since 1992 and is very experienced in legal matters and how the courts work. He will help you with any questions you have. Go to google and type "Alex Kalk M.D." and then email him for appointment to just with a question. He is board certified in Family practice and Family Medicine and runs a solo office at 11605 studt in Creve Coeur MO.  
314 567 6565

11605 studt, 63141 [google map](#) | [yahoo map](#)

Location: creve coeur

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Office of Chief Disciplinary Counsel  
3335 American Avenue  
Jefferson City, MO 65109

PERSONAL & CONFIDENTIAL



Alex Kalk, M.D.  
11605 Studt  
Creve Coeur, MO 63141

FWD

6314137052-2006  
63141370545



# Letter From Yoshiko Lesinski & Manchester Missouri Police Report

Outlining The Dumping of  
Patient Files

To Whom It May Concern:

This is to state that as of March 7, 2008, when I walked into the practice of Dr Alexander Kalk that all patient files and medical samples that were in his office had been removed.

The art work of Max Scharf had been picked up by the artist and are now in his possession.

Thank you,



Yoshiko Lesinski

# Manchester Police Department

14318 Manchester Road Manchester, MO 63011

## Narrative

Report Date	Type of Incident	Complaint No.	Status	Page
03/09/2008	MISC. - GENERAL	08-01643	EXCEPT	1

### Narrative:

Sir,

On Saturday, 3-8-22-2008 at approximately 18:07 this officer responded to anonymous report of medical records being (illegally dumped) in a dumpster in the rear of 445 Lafayette center.

This officer conducted a search of the area locating approximately 150 white binders behind 445 Lafayette Center, and a further search of the area revealed approximately 200 white binders behind 455 Lafayette Center and 150 white binder behind 467 Lafayette Center. These binders contained patient files from [REDACTED] with the patients (histories, medical treatments, medical test and results, SSN, photographs, ect.).

This officer attempted to make contact with [REDACTED] by calling the doctor exchange number located on his letter head [REDACTED], the exchange personal stated they did not have any listing for a [REDACTED]. This officer also attempted to make contact at his office [REDACTED], but his answering machine was not taking any messages. A second exchange number was located [REDACTED] but this also met with negative results. [REDACTED] could not be reached by phone.

Creve Coeur PD. was contacted (Sgt. Jeff Chelis), because [REDACTED] office was located there and he indicated that there didn't seem to be anything out of the ordinary at the office, and that it was secure.

This officer then contacted Missouri Baptist Hospital security officer, Harry Bracey DSN 16. [REDACTED] I advised Bracey that I was in possession of several hundred patient files with patient information and patient personal information and these items had been illegally dumped. I further informed Bracey that these files indicated that they came from [REDACTED] and that Missouri Baptist Medical Center heading is all over the documents. Bracey stated that he would make contact with the proper personal and get right back with me.

Several minutes later Sgt. Hunn was contacted by Dr. John Krettek, Vice President of Medical Affairs/Chief Medical Officer at Missouri Baptist Medical Center. He stated disposing of medical records in a dumpster is a violation of federal HIPAA laws and responded immediately to our location. He also advised that [REDACTED] was on staff at the Mo. Bap. Med Ctr. until recently, and that he is no longer on staff at this time.

The files were removed from the dumpsters and inventoried by name and social security number, or name and date of birth. 466 records, along with other miscellaneous paper work was released to Dr. Krettek who will hold them at Missouri Baptist Hospital pending further investigation. Dr. Krettek advised that this would be reported to the

Cont...

Reporting Officer VERHAEGHE, WILLIAM # 5276	Approving Officer #5250 03/09/2008 HUNN, CHARLE (I) #5243 03/12/2008 WALSH, TIMOT (II)
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# Manchester Police Department

14318 Manchester Road Manchester, MO 63011

## Narrative

Report Date	Type of Incident	Complaint No.	Status	Page
03/09/2008	MISC. - GENERAL	08-01643	EXCEPT	2

board of Healing Arts and he expected the resulting response to be serious sanctions for Dr.

Dr. Krettek signed Manchester "property release forms", eight(8)pages total with all patients name and social security number or name and date of births.

The signed Property Release Forms(8) were properly package and place into evidence reference Manchester log # 08-076.

was not entered as wanted at this time pending further investigation. A copy of his record is attached.

This incident will be passed onto the detective's. Any further information will be added in supplemental reports.

Respectfully submitted

P.O. Verhaeghe 5276

Reporting Officer <b>VERHAEGHE, WILLIAM # 5276</b>	Approving Officer <b>#5250 03/09/2008 HUNN, CHARLE (I)</b> <b>#5243 03/12/2008 WALSH, TIMOT (II)</b>
--	---

# Manchester Police Department

14318 Manchester Road Manchester, MO 63011

## Supplemental Report

Report Date 03/09/2008	Type of Incident MISC. - GENERAL	Complaint No. 08-01643	Status EXCEPT	Page 1
Supplemental No. 0001	Date 03/11/2008 Time 07:26 DSN 5278 Officer Name SMITH, CRAIG	Sealed NO		

Short Description:

F/U INVESTIGATION

### Supplemental Narrative:

Sir,

With reference to the above captioned report which describes numerous medical records and files being illegally dumped in several trash dumpsters, reported on 03-08-08, this officer wishes to add the following.

As noted in the original report, the medical records/files were released to Dr. John Krettek, (Vice President of Medical Affairs & Chief Medical Officer at Missouri Baptist Medical Center, Bus# ), at the scene. In addition, several attempts to locate and make contact with the alleged suspect, were made to no avail.

In an attempt to gain additional information, I made contact with Dr. Krettek. While speaking with Dr. Krettek, he advised that : had not been on staff at the hospital for a few months. He said that had been forced to leave due to numerous complaints of misconduct. Dr. Krettek continued to say that the hospital has no affiliations to or this incident. In addition, the records/files did not belong to the hospital. He only responded to take possession of the medical records and files because he wanted to protect the interest of the persons that were listed on said medical records/files. Furthermore, he indicated that the improper disposing of the files is a direct violation of federal HIPAA (Health Insurance Portability Accountability Act of 1996) laws.

Dr. Krettek later told me that after retrieving the records and files from our officers, he and Missouri Baptist Security Officer, Harry Bracey, conveyed them back to the hospital and secured them in a room in the South Medical Building. This room is only accessible by hospital security and is locked at all times.

Due to the fact that the records did not belong to Missouri Baptist Hospital, and they have no affiliations or connections to I and Det. Sgt. Rehm 5271, responded to the hospital to regain custody of the files. Upon arrival, we made contact with Jesse Arevalo, (Director of Security & Planning), who escorted us to the building/room where the above medical records/files were stored. At that time, photos were taken of the files for recording purposes. We then took possession of the records/files and returned back to our department.

Upon arrival at our station, additional photographs of the records/files were taken. They were also re-packaged to reduce the amount to 40 boxes. They were then packaged

Cont...

Reporting Officer SMITH, CRAIG # 5278	Approving Officer #5271 04/02/2008 REHM, DANIEL (I)
---------------------------------------	---

# Manchester Police Department

14318 Manchester Road Manchester, MO 63011

## Supplemental Report

Report Date 03/09/2008	Type of Incident MISC. - GENERAL	Complaint No. 08-01643	Status EXCEPT	Page 2
---------------------------	-------------------------------------	---------------------------	------------------	-----------

as evidence under log # 08-099.

A copy of the incident report filed by hospital security officer, Harry Bracey, was also obtained and will be scanned and transferred into the electronic report file for review.

No additional information is available at this time. Further information will be forwarded in supplemental form as it develops.

Respectfully submitted,

Reporting Officer SMITH, CRAIG # 5278

Approving Officer #5271 04/02/2008 REHM, DANIEL (I)

# Manchester Police Department

14318 Manchester Road Manchester, MO 63011

## Supplemental Report

Report Date 03/09/2008	Type of Incident MISC. - GENERAL	Complaint No. 08-01643	Status EXCEPT	Page 1
Supplemental No. 0002	Date 03/12/2008 Time 10:27 DSN 5278 Officer Name SMITH, CRAIG	Sealed NO		

Short Description:

INTERVIEW OF SUSPECTS WIFE

### Supplemental Narrative:

Sir,

With reference to the above captioned report which describes numerous medical records and files being illegally dumped in several trash dumpsters, reported on 03-08-08, this officer wishes to add the following.

While conducting a records search of \_\_\_\_\_, it was discovered that he was currently married to a female identified as \_\_\_\_\_. She is further described as:

W/F, DOB:

SSN#

5'06", 125lbs., blu, bln

LKA:

St. Louis, Mo.

Cell#

Records also indicated that \_\_\_\_\_ and his wife had two daughters,

Contact was later made with \_\_\_\_\_ in hopes of obtaining information of the whereabouts of her husband. Upon making contact with \_\_\_\_\_, she immediately told us that she and her husband were in the process of getting a divorce and she had no idea where he was staying or living. She added that he no longer lives at their old address of \_\_\_\_\_ St. Louis, Mo. \_\_\_\_\_ indicated that her husband might be homeless and could be living with several different people he knew. However, she couldn't advise who or where they live.

\_\_\_\_\_ later told us that she and her two children have been in "hiding" from her husband for several months because she fears for their safety. According to her husband has been diagnosed with Severe Narcissistic Personality Disorder, ADHD and Hypomania ('manic portion of depression) and other anger management problems. In addition, \_\_\_\_\_ said that her husband was using several different types of medication, but she didn't know the names or types of medication he was using. She also said that husband was in the process of closing his medical practice due to his own personal and medical problems. In addition, he has a large amount of debt.

Cont...

Reporting Officer SMITH, CRAIG # 5278

Approving Officer #5271 04/02/2008 REHM, DANIEL (I)  
#5243 06/06/2008 WALSH, TIMOT (II)

# Manchester Police Department

14318 Manchester Road Manchester, MO 63011

## Supplemental Report

Report Date	Type of Incident	Complaint No.	Status	Page
03/09/2008	MISC. - GENERAL	08-01643	EXCEPT	2

No additional information is available at this time. Further information will be forwarded in supplemental form as it develops.

Respectfully submitted,

Reporting Officer <b>SMITH, CRAIG # 5278</b>	Approving Officer <b>#5271 04/02/2008 REHM, DANIEL (I)</b> <b>#5243 06/06/2008 WALSH, TIMOT (II)</b>
--	---

# Manchester Police Department

14318 Manchester Road Manchester, MO 63011

## Supplemental Report

Report Date 03/09/2008	Type of Incident <b>MISC. - GENERAL</b>	Complaint No. <b>08-01643</b>	Status <b>EXCEPT</b>	Page <b>1</b>
Supplemental No. <b>0003</b>	Date <b>03/28/2008</b>	Time <b>10:30</b>	DSN <b>5278</b>	Officer Name <b>SMITH, CRAIG</b>
Sealed <b>NO</b>				
Short Description: <b>CASE TO BE PROSECUTED IN FEDERAL COURT</b>				
<b>Supplemental Narrative:</b>  Sir,  With reference to the above captioned report which describes numerous medical records and files being illegally dumped in several trash dumpsters, reported on 03-08-08, this officer wishes to add the following.  As previously mentioned, the illegal dumping of medical records/files violates federal HIPAA laws. To further the investigation, contact was made with Special Agent Michael Grasso of the Department of Health & Human Services, Bus# 314-539-3404 (Division of the US Attorneys Office). Agent Grasso was advised of the above incident, to which he stated that his office would conduct any further investigations and then prosecute the matter in federal court. Agent Grasso also said that his office would retrieve the medical records/files that our department has marked as evidence, as soon as possible.  Due to the above circumstances, this report will be reclassified as "Exceptionally Cleared".  A copy of the incident report will be forwarded to Special Agent Grasso as soon as possible.  Nothing further at this time.  Respectfully submitted,				
Reporting Officer <b>SMITH, CRAIG # 5278</b>	Approving Officer <b>#5271 04/02/2008 REHM, DANIEL (I)</b> <b>#5243 06/06/2008 WALSH, TIMOT (II)</b>			

5-28-09	Jim Stewart	Sunshine Law	LF	8 20 14368
DATE	RECEIVED FROM	DESCRIPTION	REC. BY	AMOUNT RECEIVED



**CITY OF MANCHESTER**  
14318 MANCHESTER ROAD  
MANCHESTER, MO 63011  
PHONE (636) 227-1385

14368

**RETAIN THIS RECEIPT  
FOR YOUR RECORDS**

**THIS RECEIPT IS VOID IF THE CHECK  
IS RETURNED BY THE BANK FOR ANY REASON**

# Motion For Contempt

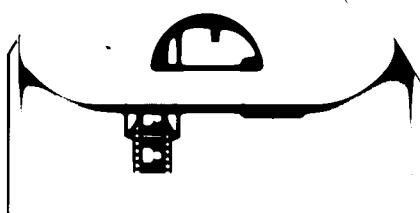
UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI

)  
DE LAGE LANDEN FINANCIAL )  
SERVICES, INC., )  
                               ) No. 4 : 08CV179-DJS  
Plaintiff, )  
                               )  
v. )  
                               )  
ALEXANDER T. KALK, M.D., LLC, and )  
ALEXANDER T. KALK, individually, )  
                               )  
Defendants. )

**MOTION FOR ORDER OF CONTEMPT**

NOW COMES DE LAGE LANDEN FINANCIAL SERVICES, INC. ("DLL"), by and through counsel, and for its Motion for Order of Contempt against ALEXANDER T. KALK, M.D., LLC, and ALEXANDER T. KALK, individually (collectively the "Defendants"), states as follows:

1. On May 27, 2008, DLL obtained judgment against ALEXANDER T. KALK, M.D., LLC, and ALEXANDER T. KALK, jointly and severally, in the amount of \$227,813.75, and \$227,813.75 remains unsatisfied.
2. On December 22, 2008, this Court entered an order directing Defendants to appear for examination of judgment debtors at the office of Plaintiff's attorneys on January 21, 2009.
3. On January 15, 2009 ALEXANDER T. KALK, M.D., LLC, and ALEXANDER T. KALK, individually, were personally served with the December 22, 2008 Order for Examination of Judgment Debtors. See Affidavit of Service attached hereto as Exhibit A.
4. Upon notice that service was of a court document, ALEXANDER T. KALK immediately ripped the Order into pieces and tossed the Order into a trash can. He advised the process server that he did not intend to honor the order.



5. ALEXANDER T. KALK, M.D., LLC, and ALEXANDER T. KALK, individually, failed to appear on January 21, 2009 for the examination of judgment debtors.

6. The December 22, 2008 Order provides that: "Defendants are advised that their failure to comply with this order may be treated as civil contempt, and may result in the imposition of fines, imprisonment or other appropriate means to compel compliance with the Court's order."

7. Pursuant to 18 U.S.C.A §401(3), a court of the United States shall have power to punish by fine or imprisonment, or both, at its discretion, such contempt of its authority, and none other, as... (3) Disobedience or resistance to its lawful writ, process, order, rule, decree, or command.

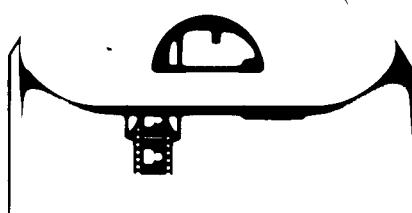
8. An order for contempt may lie where the parties have actual knowledge of the order and the order is sufficiently specific to be enforceable. Finney v. Arkansas Bd. of Correction, 505 F.2d 194, 213 (8<sup>th</sup> Cir. 1974).

9. The Defendants failed to comply with the December 22, 2008 Order by not appearing for the Examination of Judgment Debtors. The December 22, 2008 Order was sufficiently specific and the Defendants had actual knowledge of the Order, despite the fact that it was immediately destroyed upon receipt.

10. An order for civil contempt and appropriate sanctions should be entered against the Defendants for their willful disregard of the orders of this Court.

11. DLL requests that a writ be entered commanding the U.S. Marshal, or any other authorized officer, to take custody of ALEXANDER T. KALK and to immediately bring him before the Court to answer for Contempt of Court for not attending said Examination of Judgment Debtors as previously ordered.

WHEREFORE, DE LAGE LANDEN FINANCIAL SERVICES, INC. respectfully requests that this Court enter an order finding ALEXANDER T. KALK, M.D., LLC, and ALEXANDER T.



KALK, individually, in civil contempt, and commanding the U.S. Marshal, or any other authorized officer, to take custody of ALEXANDER T. KALK and to immediately bring him before the Court to answer for Contempt of Court for not attending said Examination of Judgment Debtors as previously ordered, awarding DLL its costs, and granting such other and further relief as this Court deems just.

DE LAGE LANDEN FINANCIAL SERVICES, INC.

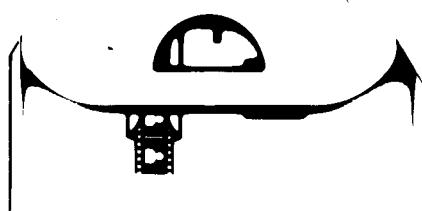
By:

Richard A. Abrams  
One of Its Attorneys

Richard A. Abrams, 11746  
8000 Maryland Avenue, Suite 1000  
Clayton, MO 63105  
Tel: (314) 721-5156  
Fax: (314) 725-7435  
rabramslaw@aol.com

Thomas V. Askounis, Esq.  
C. Randall Woolley, Esq.  
Askounis & Darcy, P.C.  
401 N. Michigan Ave., Suite 550  
Chicago, Illinois 60611  
Tel: (312)784-2400  
Fax: (312)784-2410

Attorneys for Plaintiff  
H:\MotionforOrderofContempt\MotionforOrderofContempt.wpd



UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI

)  
DE LAGE LANDEN FINANCIAL )  
SERVICES, INC., )  
                                ) No. 4 : 08CV179-DJS  
Plaintiff, )  
                                )  
v. )  
                                )  
ALEXANDER T. KALK, M.D., LLC, and )  
ALEXANDER T. KALK, individually, )  
                                )  
Defendants. )

**ATTACHMENT FOR CONTEMPT**

TO ANY UNITED STATES MARSHAL OR ANY OTHER AUTHORIZED OFFICER:

You are hereby commanded to arrest Alexander T. Kalk and bring him forthwith before the District Court for the Eastern District of Missouri for the reason that he willfully failed to appear after having been served with the Court Order to appear for Examination of Judgment Debtors on January 21, 2009.

You are further commanded to detain Alexander T. Kalk in your custody until he is discharged by the Court.

WITNESS, the Honorable Donald J. Stohr, United States Judge for the Eastern District of Missouri.

Given under seal of the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

JAMES G. WOODWARD, Clerk

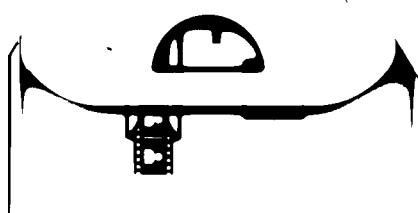
By: \_\_\_\_\_  
Deputy Clerk

Return:

Eastern District of Missouri

Received the within warrant the \_\_\_\_\_ day of \_\_\_\_\_, 2009 and executed same.

By: \_\_\_\_\_



LITIGATION SUPPORT, INC.

2726 South Brentwood Blvd.  
St. Louis, MO 63144  
(314) 725-2534

AFFIDAVIT: PROOF OF SERVICE

Comes now Steven D. Feltner and being duly sworn, pursuant to Missouri Rule of Civil Procedure 54.20(a)2,\* hereby certifies that he served the attached Order

by delivering on the 15th day of January, 2009 a true copy of same to the within-named judgment debtor, Dr. Alexander T. Kalk,

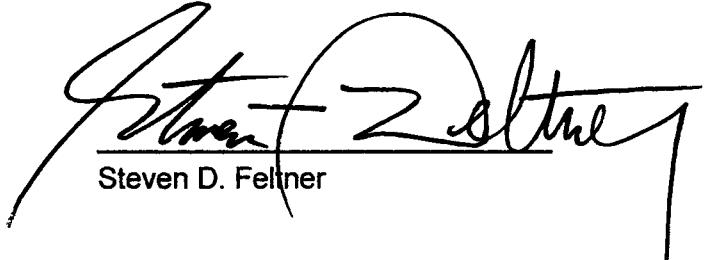
at his place of employment, 522 North New Ballas Road, Ste. 270, St. Louis, MO 63141.

Personal service at 3:47 p.m.

All done in St. Louis County, Missouri.

Total fee for service: \$40.00.

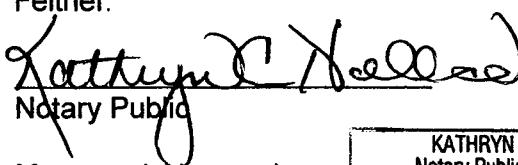
\*Federal Rule of Civil Procedure 4(1).



Steven D. Feltner

STATE OF MISSOURI                  )  
  )  
COUNTY OF ST. LOUIS                 )

Subscribed and sworn to before me this 19th day of January, 2009 by Steven D. Feltner.

  
Notary Public

My commission expires:

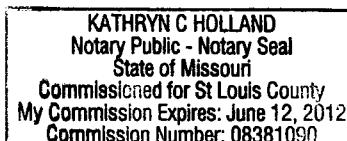
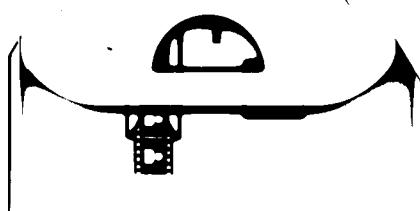


EXHIBIT A



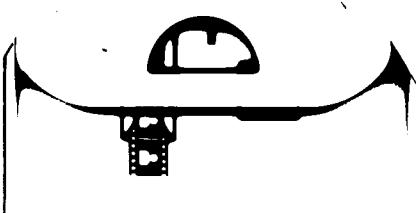
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

DE LAGE LANDEN FINANCIAL )  
SERVICES, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 4:08CV179-DJS  
 )  
 ALEXANDER T. KALK, M.D., LLC, and )  
✓ ALEXANDER T. KALK, Individually, )  
 )  
 Defendants. )

## ORDER

IT IS HEREBY ORDERED that plaintiff's motions for examination of judgment debtor [Docs. #24 & #25], filed on December 17, 2008, are granted.

IT IS FURTHER ORDERED that defendants and judgment-debtors Alexander T. Kalk, an individual, and Alexander T. Kalk M.D., LLC, by an appropriate representative, shall appear and be examined under oath concerning their means of satisfying the judgment in this case. The examination shall take place at the offices of plaintiff's attorney, Richard A. Abrams, at 8000 Maryland Avenue, Suite 1000, St Louis, Missouri 63105, at 10:00 a.m. on January 21, 2009, or such date and time thereafter to which plaintiff's counsel may agree. Defendants are advised that their failure to comply with this order may be treated as a civil contempt, and may result in the imposition of fines, imprisonment

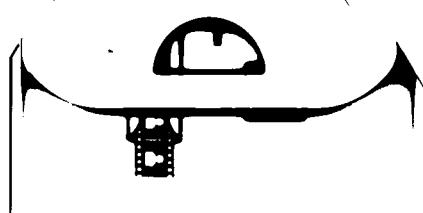


or other appropriate means to compel compliance with the Court's order.

IT IS FURTHER ORDERED that plaintiff forthwith shall serve a copy of this order on defendants and promptly file with the Court a certificate attesting to the manner in which such service was obtained and the date thereof.

Dated this 22<sup>nd</sup> day of December, 2008.

Donald P. Zahn  
UNITED STATES DISTRICT JUDGE





**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**DE LAGE LANDEN FINANCIAL SERVICES, INC.**

**vs.**

**ALEXANDER T. KALK, M.D., L.L.C., and  
ALEXANDER T. KALK, Inividually**

**No. 4:08CV179-DJ8**

**RECORD OF NON-APPEARANCE**

**JANUARY 21, 2009**

**ORIGINAL**

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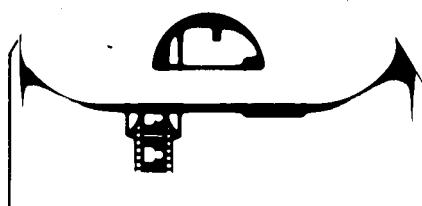
**NATIONWIDE SCHEDULING**

**OFFICES      MISSOURI      ■      ILLINOIS      ■      KANSAS**

**HEADQUARTERS: 711 NORTH ELEVENTH STREET, ST. LOUIS, MISSOURI 63101**

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1

2

3 UNITED STATES DISTRICT COURT

4 EASTERN DISTRICT OF MISSOURI

5 EASTERN DIVISION

6

7

8

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10

11 DE LAGE LANDEN FINANCIAL SERVICES, INC. vs.

12 ALEXANDER T. KALK, M.D., L.L.C., and

13 ALEXANDER T. KALK, Individually

14

15 No. 4:08CV179-DJ8

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21 RECORD OF NON-APPEARANCE

22 TAKEN ON BEHALF OF THE PLAINTIFF

23 JANUARY 21, 2009

24

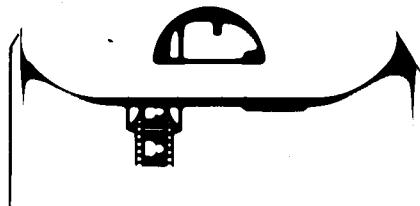
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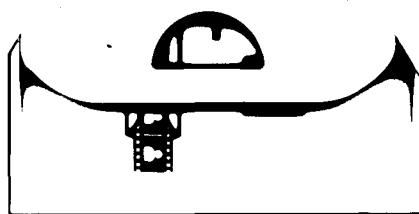
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1	INDEX	PAGE
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3	EXHIBIT	
4	None	
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1                   UNITED STATES DISTRICT COURT  
2                   EASTERN DISTRICT OF MISSOURI  
3  
4     DE LAGE LANDEN FINANCIAL)  
5         SERVICES, INC.                  )  
6         )  
7         Plaintiff,                      )  
8         )  
9         vs.                              ) No. 4:08CV179-DJ8  
10        )  
11        )  
12        ALEXANDER T. KALK, M.D., )  
13        L.L.C., and ALEXANDER        )  
14        T. KALK, Individually,        )  
15        )  
16        Defendant.                    )  
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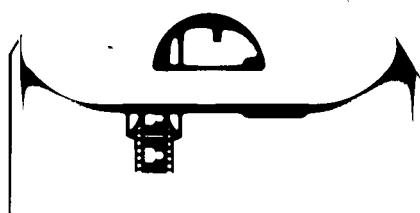
12                   RECORD OF NON-APPEARANCE on January 21, 2009,  
13    between the hours of eight o'clock in the forenoon  
14    and six o'clock in the afternoon of that day, at the  
15    office of Richard A. Abrams, Attorney at Law, 8000  
16    Maryland Avenue, Suite 1000, St. Louis, Missouri,  
17    before Stephanie D. Darr, a Certified Court Reporter  
18    and Notary Public within and for Missouri, in a  
19    certain cause now pending before the United States  
20    District Court, Eastern District of Missouri, Eastern  
21    Division, State of Missouri, in re: DE LAGE LANDEN  
22    FINANCIAL SERVICES, INC., vs. ALEXANDER T. KALK,  
23    M.D., L.L.C., and ALEXANDER T. KALK, Individually, on  
24    behalf of the Plaintiff.

25

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Page 4

1 APPEARANCES

2

3

For the Plaintiff:

4

Mr. Richard A. Abrams

5 Attorney at Law

8000 Maryland Avenue, Suite 1000

6 St. Louis, Missouri 63105

(314) 721-5156

7 rabramlaw@aol.com

8

9

10 Reported By:

11 Stephanie D. Darr, CCR No. 827

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12 711 North Eleventh Street

St. Louis, Missouri 63101

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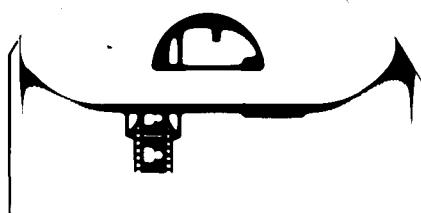
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Page 5

1 MR. ABRAMS: This is Richard Abrams at  
2 10:13 on January 21, 2008. Dr. Alexander T. Kalk was  
3 ordered to appear both in his individual capacity and  
4 as representative of Alexander T. Kalk, M.D., L.L.C.,  
5 for a debtors examination in the case of De Lage  
6 Landen Financial Services, Inc., versus Alexander T.  
7 Kalk M.D., L.L.C., and Alexander T. Kalk,  
8 Individually. Although duly served with an order to  
9 appear, Dr. Kalk has failed to appear for the debtors  
10 examination. Thank you.

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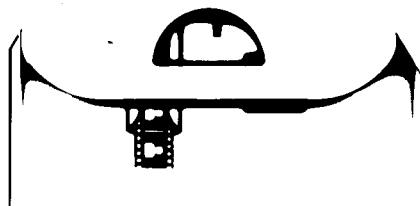
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1

2 NOTARIAL CERTIFICATE

3

4 I, Stephanie D. Darr, Certified Court Reporter  
5 and a duly commissioned Notary Public within and for  
6 the State of Missouri, do hereby certify that the  
7 record was taken by me to the best of my ability and  
8 thereafter reduced to typewriting under my direction;  
9 that I am neither counsel for, related to, nor  
10 employed by any of the parties to the action in which  
11 this record was made, and further that I am not a  
12 relative or employee of any attorney or counsel  
13 employed by the parties thereto, nor financially or  
14 otherwise interested in the outcome of the action.

15

16

Stephanie Darr

17

Stephanie D. Darr, CCR

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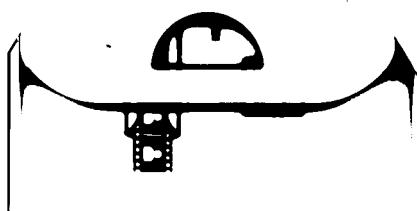
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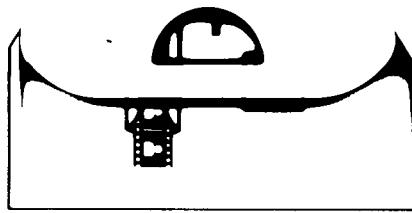
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T		5	<b>5</b> <b>63101</b> 4:12 <b>63105</b> 4:6
U		6	<b>6</b> <b>7</b> <b>711</b> 4:12 <b>721-5156</b> 4:6
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Y		10	
Z		11	

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LITIGATION SUPPORT, INC.  
2726 South Brentwood Blvd.  
St. Louis, MO 63144  
(314) 725-2534

AFFIDAVIT: PROOF OF SERVICE

Comes now Steven D. Feltner and being duly sworn, pursuant to Missouri Rule of Civil Procedure 54.20(a)2,\* hereby certifies that he served the attached \_\_\_\_\_  
Order \_\_\_\_\_

by delivering on the 15th day of January, 2009 a true copy of same to the within-named judgment debtor, Alexander T. Kalk, M.D., LLC, by serving Dr. Alexander T. Kalk as Registered Agent,

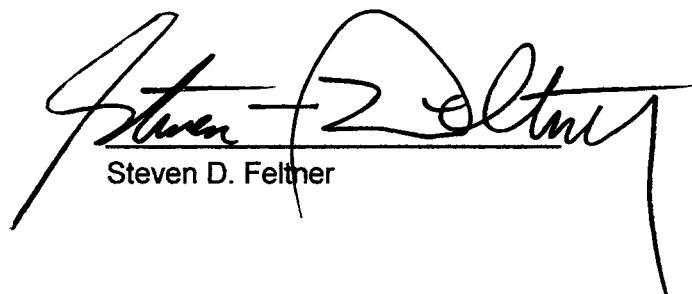
at his place of employment, 522 North New Ballas Road, Ste. 270, St. Louis MO 63141.

Personal service at 3:47 p.m.

All done in St. Louis County, Missouri.

Total fee for service: \$40.00.

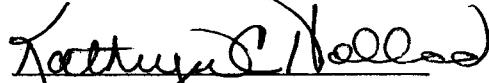
\*Federal Rule Of Civil Procedure 4(1).



Steven D. Feltner

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

Subscribed and sworn to before me this 19th day of January, 2009 by Steven D. Feltner.



KATHRYN C HOLLAND  
Notary Public

My commission expires:

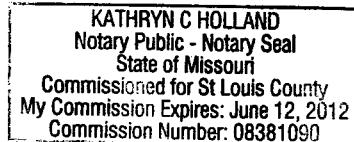
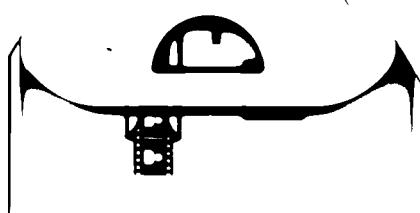


EXHIBIT A



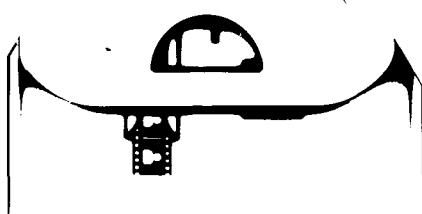
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

DE LAGE LANDEN FINANCIAL )  
SERVICES, INC., )  
Plaintiff, )  
vs. )  
ALEXANDER T. KALK, M.D., LLC, and )  
ALEXANDER T. KALK, Individually, )  
Defendants. )

## ORDER

IT IS HEREBY ORDERED that plaintiff's motions for examination of judgment debtor [Docs. #24 & #25], filed on December 17, 2008, are granted.

IT IS FURTHER ORDERED that defendants and judgment-debtors Alexander T. Kalk, an individual, and Alexander T. Kalk M.D., LLC, by an appropriate representative, shall appear and be examined under oath concerning their means of satisfying the judgment in this case. The examination shall take place at the offices of plaintiff's attorney, Richard A. Abrams, at 8000 Maryland Avenue, Suite 1000, St Louis, Missouri 63105, at 10:00 a.m. on January 21, 2009, or such date and time thereafter to which plaintiff's counsel may agree. Defendants are advised that their failure to comply with this order may be treated as a civil contempt, and may result in the imposition of fines, imprisonment



or other appropriate means to compel compliance with the Court's order.

IT IS FURTHER ORDERED that plaintiff forthwith shall serve a copy of this order on defendants and promptly file with the Court a certificate attesting to the manner in which such service was obtained and the date thereof.

Dated this 22<sup>nd</sup> day of December, 2008.

Donald P. Stinson  
UNITED STATES DISTRICT JUDGE

# Crazy Letters & Emails

Feb 29<sup>th</sup> 2008

Dear ACLU

When the BNDD was notified of my intent to work against their refusal to accommodate my desire to practice medicine without their certificate (i.e. force them to give me a non-narcotic registration number so insurance plans will accept me) they have launched an investigation to silence me by trying to figure out something to charge me with.

Bob Bondurant, LCSW, RN and head of the Missouri Physicians Health Program told me yesterday that they might try to arrest me on Fraud charges from “not telling some things on an application that granted me an Illinois medical license. I already hold a Missouri license.

This charge is ridiculous as I answered every question on the application in the way that I felt it was requested. I am afraid that they know, that they can hurt me with merely the arrest and unjustified imprisonment with high bail and that even if they lose their case, they will have struck back.

I seriously need you protection immediately. I have very little money to defend myself against a massive agency with massive power.

Please agree to meet with me and I will come at any time suitable with you.

Alex Kalk MD

**FW: The funniest thing you will read until next year**

Tuesday, December 25, 2007 4:51 PM

**From:** "Alex Kalk" <alexkalk@stlouis.org>**To:** "jim stewart" <jimstewart2007@yahoo.com>

---

**From:** Alex Kalk [mailto:[alexkalk@stlouis.org](mailto:alexkalk@stlouis.org)]  
**Sent:** Tuesday, December 25, 2007 4:50 PM  
**To:** Bill Prenatt  
**Subject:** The funniest thing you will read until next year

## Housesitter-professional (St Louis/West County)

---

Reply to: [serv-519199937@craigslist.org](mailto:serv-519199937@craigslist.org)

Date: 2007-12-25, 4:46PM CST

Professional House Sitter Offers Free Service!

Full time, practicing, single, Board Certified Medical Doctor willing to professionally babysit for your house or apartment while you are away this winter. Can start today.

Have skills at taking in mail, locking and unlocking doors, turning on and off lights and tv, as well as managing diabetes, cholesterol levels, unstable blood pressure and heart failure. I have no pets and do not smoke. Also advanced surgical knowledge with experience transplanting kidneys and replacing the abdominal aorta. Good with preventing vascular anastamosis leak if operating under high power 3x lenses.

Call 567-6565 if interested. Ask for Dr Kalk

---



[ No Subject ]

Saturday, January 12, 2008 7:38 PM

**From:** "Alex Kalk" <alexkalk@stlouis.org>

**To:** "'jim stewart'" <jimstewart2007@yahoo.com>

Do you still have all those batteries I bought that crazy night?

I need 6 AA batteries

---



**RE: Yahoo! News Story - White Americans no longer a majority by 2042 - Yahoo! News**

Thursday, August 14, 2008 10:28 AM

**From:** "Dr. Alex Kalk" <alexkalk@stlouis.org>

**To:** jimstewart2007@yahoo.com

Almost all lawyers are white so are judges and the police and the FBI and the DEA and the Medical Board. Fuck em. Lets have some BBQ and chitlins!!! I'm converting to black.

-----Original Message-----

From: jim stewart [mailto:[jimstewart2007@yahoo.com](mailto:jimstewart2007@yahoo.com)]

Sent: Thursday, August 14, 2008 10:22 AM

To: [alexkalk@stlouis.org](mailto:alexkalk@stlouis.org)

Cc: [jimstewart2007@yahoo.com](mailto:jimstewart2007@yahoo.com)

Subject: Yahoo! News Story - White Americans no longer a majority by 2042 - Yahoo! News

jim stewart ([jimstewart2007@yahoo.com](mailto:jimstewart2007@yahoo.com)) has sent you a news article.

(Email address has not been verified.)

-----  
Personal message:

White Americans no longer a majority by 2042 - Yahoo! News

[http://news.yahoo.com/s/ap/20080814/ap\\_on\\_go\\_ot/white\\_minority](http://news.yahoo.com/s/ap/20080814/ap_on_go_ot/white_minority)

=====

Yahoo! News

<http://news.yahoo.com/>

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.6.3/1611 - Release Date: 8/14/2008

6:20 AM

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.6.3/1611 - Release Date: 8/14/2008

6:20 AM

**RE: a call I received tonight**

Thursday, June 12, 2008 5:32 AM

**From:** "Dr. Alex Kalk" <alexkalk@stlouis.org>  
**To:** jimstewart2007@yahoo.com

I'm done with all that type stuff Jimmy.

I want you to get your retirement money and you and your mom can be comfortable.

---

**From:** jim stewart [mailto:jimstewart2007@yahoo.com]  
**Sent:** Wednesday, June 11, 2008 10:31 PM  
**To:** alexkalk@stlouis.org  
**Subject:** a call I received tonight

I tried to call you tonight but you did not answer, I don't know if you had this person call me as some sort of test or not. but it's like this I don't come to that office so I have no way of knowing anything. I warned you about the testing but you think I'm an idiot. things happened like. a woman waited for 2 (two) hours to see you and ended up with 4 (four) different test that she did not feel was necessary. she is finding another Doctor and filed a complaint with her insurance company. you need to Liston for your own good if this actually happened. the only people gain from all this testing is the Russian's and they can do it a lot and make millions but as soon as things hit the fan they will play that immigrant bullshit and say I do nothing wrong I have Doctor. that's if they don't kill you to keep you from implicating them in some way. I'm telling this as a friend. if you put the person up to calling as a joke it is not funny.

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.2.0/1494 - Release Date: 6/10/2008 7:22 AM

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.2.0/1494 - Release Date: 6/10/2008 7:22 AM

---



**I think you know who i mean**

Monday, September 1, 2008 5:08 PM

**From:** "alexkalk@stlouis.org" <alexkalk@stlouis.org>  
**To:** jimstewart2007@yahoo.com

Somewhere, in the heart of Texas, a village is missing its idiot. Dr Kalk drove down to Texas to help look for him.

He is also visiting his only brother Michael Kalk and his first born sister Debby. He will be back in the office Tuesday after labor day. He is sorry for the delay in helping you. He probably will answer email sunday and monday morning.

----- Original Message -----

> hi

---

IN THE CIRCUIT COURT OF THE COUNTY OF ST LOUIS STATE OF  
MISSOURI

IN RE THE MARRIAGE OF :

JULIE K. KALK,

Petitioner,

AND

ALEXANDER T. KALK,

Respondent,

CAUSE NO 06FC-574

DIVISION NO. 10

Motion To Shorten Time on Issue of preventing any cutting or shaving or removing of any hair on Julie Kalk

TO:

The Court and your Honor

PLEASE CONSIDER THIS MOTION A REQUEST TO SHORTEN TIME.  
As we are set to meet today, I ask that you take up simply this issue as well as the other we have planned and ask you consider the reasonableness of asking Julie Kalk to immediately respect the idea that she not cut or remove any hair from herself until you have a chance to rule on the need for her to talk with a mental well being expert Dec 4<sup>th</sup>.

November 17<sup>th</sup> 9:58am

Alexander T. Kalk M.D. L.L.C  
A Professional Corporation  
Representing the Respondent  
711 Old Ballas Road, - 1<sup>st</sup> floor  
St. Louis, MO 63141  
314 567 6565  
cell 581 8590  
[alexkalk@cbnslt.com](mailto:alexkalk@cbnslt.com)

**Certificate of Service**

The undersigned hereby certifies that a copy of the foregoing was mailed on this the 17<sup>th</sup> day of November in the year two thousand and six to Mrs. Lisa Moore, Attorney for Petitioner. At Paule, Camazine and Blumenthal, Also A Professional Corporation. 165 N Meramec Ave –6<sup>th</sup> floor St Louis MO 63105. Arthur Nissenbaum at 2016 S big bend Richmond heights 63117

April 6, 2007

**VIA FAXSIMILE (314) 567-6569**

Dr. Alexander T. Kalk  
Family & Internal Medicine  
711 Old Ballas, Ste. 110  
St. Louis, MO 63141

RE: Kalk vs. Kalk

Dear Dr. Kalk:

Dr. Kalk,

Yesterday we requested your response to starting the psychological evaluation with Nathan Simon, who has been approved by both Dr. Croughan and Dr. Rubin. Although you responded to other issues in the e-mail, you neglected to answer this main question. Please advise.

In addition, please be aware that we confirmed yesterday the second name Dr. Croughan and Dr. Rubin agreed upon may not be an appropriate choice due to complex conflict issues.

We await your response regarding the evaluation.

Thank you.

Very truly yours,

PAULE, CAMAZINE & BLUMENTHAL, P.C.

Lisa G. Moore

LGM/bgb

cc: Dr. Milton Rubin  
Ms. Julie Kalk

**Alexander Kalk MD**  
**Family Medicine , Internal Medicine, Urgent Care**  
**Preventive Medicine and Primary Care**  
711 Old Ballas Suite 110 Creve Coeur Mo  
Phone **314 567 6565**  
**alexkalk@cbnsth.com**

**Dear PLICA, my malpractice carrier**

I love your insurance but I am too poor to pay for any insurance anymore. I have negative 3000 in the bank and have not paid my rent or child support due today. This is despite the fact that I work 16 hours a day, 7 days a week on Ballas and always have plenty of patients and lots of ancillary testing. I take no cash salary. It makes no sense to me, unless of course, someone was robbing me. In that setting, I would call 911.

This is unless of course the one robbing me was my wife's divorce lawyer Lisa Moore of Paule, Camazine and Blumenthal in Clayton Missouri. In that case it is perfectly legal to rob me blind and the police and my ex-wife and her father are of no help. If you have a program for a pauper, I would certainly qualify as I often buy gas with 70 cents at a time. Despite having a growing practice in st louis, with new patients every day, no bank will give me a dollar

due to my divorce, lack of a car for collateral and a divorce induced low credit score (520). What a country. What a legal system.

Obviously I can't send you a check. I hate to go without malpractice coverage and want to stay with you forever.

Please help me with a creative solution or I can do nothing but practice bare and pray.

Finally,

May God forgive everyone, even the greedy (240\$/hr) and wickedly materialistic divorce lawyers who punish others for the strange good feelings that punishing others and wrecking relationships gives them and that somehow allows them to ignore what they have done and guiltlessly spring from bed each morning to go forth and give the world this "gift of what they do" in exchange for cash in advance, every day for decades and decades.

Alexander Kalk MD

**alexanderKALK M.D.**  
Preventive Medicine & Primary Care

**dr. alexander kalk**  
711 old ballas, suite 110  
saint louis, missouri 63141  
314.567.6565  
fax 314.567.6569

[reception@kalkmd.com](mailto:reception@kalkmd.com)

August 10th, 2006

The Honorable Christopher S. Bond  
United States Senate  
274 Russell Senate Office Building  
Washington, D.C. 20510-2503

The Honorable Jim Talent  
United States Senate  
493 Russell Senate Office Building  
Washington, D.C. 20510-2504

Dear Honorable Senators:

Please be advised that I would like to express my concern over the actions of the Department of Labor, Wage and Hour Division. I own a very small physician practice in St. Louis. My gross revenues are about \$350,000. The Wage and Hour Division enforces the Fair Labor Standards Act against employers with over \$500,000 of gross revenues. It is my understanding that threshold has remained the same since the 1960s. Despite this fact, the DOL has taken the position that coverage should apply individually to my employees because they are engaged in interstate commerce. This surely is not true because my employees do not create goods for interstate commerce. Rather, the few employees that I have, help me treat my patients in my office. I ask for your assistance in inquiring about a perceived abuse of power by the DOL. These actions are sought to cause me financial ruin. I have copied this letter to the National Office of the Ombudsman because I believe my rights under the Small Business Regulatory Enforcement Fairness Act of 1996 have been violated by DOL. Please assist me in ensuring that the executive branch does not overreach its Congressional mandate. Thanks for your assistance.

Sincerely,

Alexander T. Kalk, M.D.

cc:      Office of the National Ombudsman  
          U.S. Small Business Administration  
          409 3rd Street, SW, MC2120  
          Washington, DC 20416-0005

Enrique Rodriguez  
U.S. Department of Labor  
Wage and Hour Division  
509 West Capitol Avenue  
Suite 205  
Springfield, Illinois 62704

MOTION BY UNITED  
STATES DEPARTMENT OF  
LABOR,

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

ELAINE L. CHAO, )  
SECRETARY OF LABOR, )  
UNITED STATES DEPARTMENT OF LABOR, )  
Petitioner, ) CIVIL ACTION  
 ) NO.  
v. )  
ALEXANDER KALK, M.D. )  
Respondent. )

PETITION FOR ENFORCEMENT OF  
ADMINISTRATIVE SUBPOENA DUCES TECUM

Elaine L. Chao, the Secretary of Labor, United States Department of Labor (the "Secretary"), by and through her undersigned attorneys, pursuant to Section 9 of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et. seq., ("the Act") hereby petitions this Court for an Order directing Respondent, Alexander Kalk, M.D., to appear before the Administrator of the Wage and Hour Division of the United States Department of Labor or such other representative as he may designate, and to produce documentary evidence, as set forth in the subpoena *duces tecum* issued by the Administrator and duly served upon Respondent, and as reasons therefore shows the Court:

I

The Secretary of Labor or her designated representatives are empowered by § 11(a) of the Act, 29 U.S.C. § 211, to investigate and gather data regarding the wages, hours, and other conditions and practices of employment and to inspect places and records

(and make such transcriptions thereof) as she may deem necessary or appropriate to determine whether any person has violated any provision of the Act, or which may aid in the enforcement of the provisions of the Act.

II

By virtue of Section 9 of the Act, 29 U.S.C. § 209, the provisions of Section 9 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 49 (relating to the attendance of witnesses and the production of books, papers and documents), are made applicable to the jurisdiction, powers, and duties of Petitioner, and Petitioner or her duly authorized representative has the power to issue and cause to be served upon any person a subpoena requiring the attendance and testimony of witnesses and the production of all documentary evidence relating to any matter under investigation.

III

Jurisdiction to issue the Order herein prayed for is conferred upon this Court by virtue of Section 9 of the Federal Trade Commission Act, 15 U.S.C. § 49, as made applicable by Section 9 of the Act, 29 U.S.C. § 209, as stated above, which empowers any of the District Courts of the United States within the jurisdiction of which an investigation is carried on, in case of refusal to obey a subpoena to any person, to issue an order requiring such person to appear, testify and produce documentary evidence. The investigation, in the course of which the subpoena *duces tecum* was issued by the Regional Administrator of the Wage and Hour Division and served upon Respondent, is being conducted in the Eastern District of Missouri within the jurisdiction of this Court.

IV

Respondent, Alexander Kalk, M.D., is and at all times material hereto has been an individual employer with a medical practice located in St. Louis, Missouri, where he does business as Alexander Kalk, M.D., LLC, within the jurisdiction of this Court, where he engaged in family practice medicine. Respondent maintains his principal office at 711 Old Ballas Road, Suite 110, St. Louis, Missouri 63141. (*See Declaration of Investigator Carmen Soto-Martinez, attached hereto as Exhibit A and incorporated herein.*)

V

On May 4, 2006, in connection with an investigation for the purposes set forth in Section 11(a) of the Act, 29 U.S.C. § 211(a), Wage Hour Investigator Carmen Soto-Martinez personally delivered a letter to Respondent's office requesting an appointment in May for inspection of certain books and records relating to the terms and conditions of employment of Respondent's employees. Copies of the payroll records and other business documents from Respondent were necessary to the completion of the Wage Hour investigation and the documents requested pertained to Respondent's medical practice. (Ex. A, Soto-Martinez Declaration at ¶ 4; Appointment Letter, attached hereto as Exhibit B and incorporated herein).

VI

Thereafter, Respondent's attorney, Karen Milner, telephoned Wage Hour Investigator Soto-Martinez on May 5, 2006 to discuss the document request. From that time through July 6, 2006, Investigator Soto-Martinez requested Respondent, through his

representative, to permit on behalf of the Administrator of the Wage and Hour Division, an inspection of certain records relating to the terms and conditions of employment of Respondent's employees. Respondent refused to permit such investigation. Respondent provided Wage Hour with a single document, an unverified income statement, on May 16, 2006, but no other documents. (Ex. A, Soto-Martinez Declaration at ¶ 5).

## VII

On July 18, 2006, Wage Hour District Director Enrique Rodriguez sent a letter to Respondent's Counsel Milner, along with a copy to Respondent, discussing several issues regarding coverage of Dr. Kalk's practice and the underlying investigation. (July 18, 2006 Letter from Enrique Rodriguez, attached hereto as Exhibit C and incorporated herein).

## VIII

As the requested documents had not been received from Respondent, on July 31, 2006, pursuant to the authority delegated to her by Petitioner, a subpoena *duces tecum* (attached hereto as Exhibit D and incorporated herein) was duly issued and signed by said Regional Administrator requiring Respondent Alexander Kalk, M.D. to appear before Norma Cervi, Assistant District Director of the Wage and Hour Division , U.S Department of Labor at 1222 Spruce Street, Room 9.102B, St. Louis, MO on the 16<sup>th</sup> Day of August, 2006 at 7:00 p.m., and to produce specified records, including records of Respondent's business, Alexander Kalk, M.D., LLC. Said subpoena *duces tecum* was duly served on Respondent on August 3, 2006, by hand delivering a duplicate original copy thereof to

him at his principal place of business in St. Louis, MO. (Ex. A, Soto-Martinez Declaration at ¶ 7). A copy of the return of service for the subpoena is attached as hereto as Exhibit E and incorporated herein.

IX

Petitioner is informed and believes and therefore alleges that at all times mentioned herein that Respondent Alexander Kalk, M.D. had, and has, access to the records described in said subpoena *duces tecum*.

X

On August 9, 2006, Respondent's Counsel informed the Wage and Hour Division by letter that Dr. Kalk objected to the subpoena and listed specific responses to the requested documents set forth in the Attachment to the subpoena. Respondent's Counsel stated in that letter that Dr. Kalk objected and moved to quash the subpoena. (See Letter dated August 9, 2006, attached hereto as Exhibit F and incorporated herein; Ex. A, Soto-Martinez Declaration at ¶ 8). The Secretary's Counsel contacted Respondent's Counsel thereafter by telephone in an attempt to resolve the matter informally. In response to questions raised in the letter from Respondent's Counsel dated August 9, 2006, and because the telephone calls had not resolved this matter, the Secretary prepared a response letter, which was mailed to Respondent's Counsel on August 29, 2006. The Secretary's response letter is attached hereto as Exhibit G and incorporated herein.

XI

As of the date of this Petition, Respondent has not complied with the Secretary's subpoena *duces tecum* and has failed and refused to appear and to produce any of the documents requested therein. (Ex. A, Soto-Martinez Declaration at ¶¶ 9 and 10).

XII

All of the records and testimony referred to in the said subpoena *duces tecum* and required to be produced by such subpoena *duces tecum* were, at the time of the issuance of the subpoena, and are now, relevant, material, and appropriate to determine whether Respondent and his employees are covered by and subject to the Act, whether Respondent has violated any provision of the Act, and are necessary to the enforcement of the provisions of the Act.

XIII

The refusal of Respondent to produce the testimony and records required by the subpoena *duces tecum* impeded and continues to impede the Wage Hour investigation.

XIV

No previous application has been made for the relief demanded herein.

WHEREFORE, the Secretary of Labor respectfully requests:

(a) that this Court enter an order requiring Respondent to appear before this Court on a date certain and show cause, if any there be, why he should not appear before a designated representatives of the said Wage Hour Administrator or a designated officer at

the Wage Hour District Office in St. Louis at such time and place as the Court may order, then and there to produce such documentary evidence and to give testimony as required in said subpoena *duces tecum*, and

(b) that upon return of said order to show cause, an order issue requiring Respondent to appear before said Wage Hour Administrator, or one of the officers designated by her, at such time and place as this Court may order, and there to produce the documentary evidence and to give evidence as required by the said subpoena *duces tecum*, and

(c) that Petitioner have such other and further relief as may be necessary or appropriate.

Respectfully submitted,

Howard M. Radzely  
D.C. Bar #437957  
Solicitor of Labor

Michael A. Stabler  
MO Bar #26211  
Regional Solicitor

Malinda B. Schoeb  
KS Bar # 10074  
Wage Hour Counsel

/s/ Susan J. Willer  
Susan J. Willer  
OK Bar #017798  
Attorney for Petitioner  
Office of the Solicitor  
United States Department of Labor  
1210 City Center Square  
1100 Main Street

Kansas City, MO 64105-5148  
Telephone: (816) 426-6441  
Fax: (816) 426-2500  
E-mail: [willer.susan@dol.gov](mailto:willer.susan@dol.gov)

Attorneys for Elaine L. Chao  
Secretary of Labor  
United States Department of Labor

**Missouri State Board of  
Registration for The. Healing  
Arts APPLICATION TO  
RENEW PHYSICIAN AND  
SURGEON LICENSE**

**Missouri State Board of Registration  
For The Healing Arts**  
P.O. Box 7001  
Jefferson City, MO 65102  
(573) 751-0098 or toll free (866) 289-5753

**APPLICATION TO RENEW  
PHYSICIAN AND SURGEON LICENSE**  
February 1, 2008 – January 31, 2009  
**FEE: \$135.00 \*\***

**FOR OVERNIGHT DELIVERIES: 3605 MISSOURI BLVD., JEFFERSON CITY, MO 65109**

**Online PIN Number: 878522**

To renew your license online go to <https://renew.pr.mo.gov>

Primary Contact address is listed as: Business

Alexander Thomas Kalk  
11605 Studt Avenue ~~552~~  
Creve Coeur, MO 63141

**\*\* ONE YEAR RENEWAL FEE \*\***

**MED License Number: 2002021770**



Name Change/Correction: \_\_\_\_\_

Social Security Number: 332-50-7684

Correction of SSN: \_\_\_\_\_

Email address: alexkalk@stlouis.org

The Missouri State Board of Healing Arts lists the following addresses as your home and/or business contacts. Please print any changes on the lines indicated. Any additional office addresses should be indicated on the attached branch office report or a separate sheet of paper.

Home

~~665 Skinker Ap. 22C~~  
~~St. Louis, MO 63105~~  
Phone:

*SEND  
All mail  
TO  
Off. E*

Business

11605 Studt Avenue  
Creve Coeur, MO 63141  
Phone:

Change in home address and/or Phone #

~~1270 W. Pershing Rd.  
St. Louis, MO 63141~~

Change in primary business address and/or Phone #

~~Ad. Suite 112~~

Pursuant to Section 324.010 RSMo:

**CHECK THIS BOX ONLY IF IN ALL OF THE LAST THREE (3) YEARS: YOU WERE NOT A MISSOURI RESIDENT, YOU DID NOT HAVE ANY MISSOURI INCOME, AND YOU ARE NOT SUBJECT TO ANY TYPE OF MISSOURI INCOME TAX.**

*False statements are subject to criminal penalties and/or license discipline.*

If you have any questions regarding taxes contact the Department of Revenue at 573/751-7200 or e-mail [income@dor.mo.gov](mailto:income@dor.mo.gov).

1. Your current license expires January 31, 2008. Return this renewal notice and \$135 renewal fee payable to the "STATE BOARD OF HEALING ARTS". All fees are non-refundable. Do not send cash through the mail.

Even though your license expires January 31, 2008, we strongly recommend that you return this renewal application and fee within two weeks of receipt of this application. **A PENALTY FEE OF \$50 WILL BE ASSESSED FOR ANY APPLICATIONS POSTMARKED AFTER JANUARY 31, 2008. YOU SHOULD HAVE PROOF THAT YOUR LICENSE IS RENEWED BEFORE PRACTICING IN MISSOURI ON FEBRUARY 1 AND THEREAFTER.** LICENSEES PRACTICING IN MISSOURI WITHOUT A RENEWED LICENSE ARE SUBJECT TO DISCIPLINARY ACTION BY THE BOARD OF HEALING ARTS, AND MAY BE REQUIRED TO REIMBURSE THIRD PARTY PAYERS.

2. **FOR NAME CHANGES ONLY:** A copy of the document authorizing your name change (marriage license, divorce decree, etc.) must be included with your renewal notice and payment.
3. **Please note that if your license lapses and it is not renewed within two renewal periods of its expiration, your license will be considered void. To have it reinstated, you will need to apply for a new license as if you have never held a license in Missouri.**

If you wish to allow your license to lapse, retire your license, receive information on a limited license, or receive information on an inactive licensure status, please e-mail the Board of Healing Arts at [healingarts@pr.mo.gov](mailto:healingarts@pr.mo.gov).

The Board of Healing Arts encourages you to visit its website for information regarding the Board's current activities, a copy of the most up-to-date rules and regulations, newsletters published by the Board, members of the Board and its staff, as well as other information pertaining to your profession. The website address is [www.pr.mo.gov/healingarts.asp](http://www.pr.mo.gov/healingarts.asp).

**PLEASE COMPLETE REVERSE SIDE OF FORM**

Number 5

on feb 1st of 2007, my medical license was expired because of a bounced check that i sent you by mistake. I corrected the problem immediately and license was renewed.

on feb 2 2007 by BNDD and DEA licenses were pulled due to the fact that my medical license had expired.

i halted the re-application process for the bndd and dea licenses when it became clear that they were not going to allow renewal without a prolonged legal battle that i could not afford at that time due to a highly contested divorce that i was going through

I have not yet re-applied for BNDD and DEA licenses in Missouri.

Number 6

Disiplinary actions have been started by the BNDD but were halted when i did not re-apply for a license in MO.

Disiplinary actions are being considered by the medical board and a prolonged legal struggle is being contemplated by both sides.

It is not clear to me what i have done to upset the medical board who seems to want to place upon me disiplinary actions because psychologists thought i may have a common condition called ADHD. They also want to punish me for possibly having

'a personality disorder' according to a psychiatrist and a psychologist. I dispute these finding believing instead that some odd actions were the result of acute adjustment reaction to a terrible divorce. I also don't understand punishing a person for having a psychological disorder if they in fact do.

Number 9

see above--- BNDD and DEA were not renewed in feb 2007

Number 10

In the last 12 months i was arrested twice but not convicted of any wrong doing. The first time was in July 07 for a computer mix up in which it was thought that i did not appear for setting a hearing date on a violation of an order of protection. The case had not been properly set and the charge did not result in a conviction.

The second arrest was for disordely conduct prior to a Halloween party. It was a misunderstanding and has not resulted in a conviction.

There were no other arrests.

Number 14---there have not been any professional liability actions against me in the last 12 months. i accidnetly check box wrong.  
My best always Kellie MD

## MALPRACTICE INFORMATION FORM

**Attachment to 2008-2009 Application to Renew  
(Regarding "yes" response to #13 on renewal)**

A separate form should be completed for each malpractice action and returned with your renewal application.

This form should be completed for all malpractice actions that have been opened, are pending, have been dismissed, dropped, abandoned or settled within the last 12 months.

Lictee's Name Alexander Thomas Kalk MD License Number 2002021770

Full name of PATIENT: \_\_\_\_\_

State where care was provided to patient: **MISSOURI**. If care wa

Product Information \_\_\_\_\_

Patient's date of birth: \_\_\_\_\_

Patient's SSI: \_\_\_\_\_

Hospital(s), Clinic(s) where care was provided to patient: \_\_\_\_\_

Court where malpractice action was filed: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Status of the malpractice action: pending dismissed dropped

Date malpractice action was settled or dismissed: \_\_\_\_\_

Money paid on your behalf: \$ \_\_\_\_\_

Did the patient die? Yes or No \_\_\_\_\_ Date alleged injury occurred: \_\_\_\_\_

**Explain the allegation:** \_\_\_\_\_

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Continue on back – if necessary

# **Alexander Kalk M.D.**

# **Resume**

# **Alexander Kalk M.D.**

3009 North Ballas Road - Suite 126A - St Louis, MO, 63131

Phone 314-567-6565

Fax 314-567-6569

alexkalk@kalkmd.com

## **PROFESSIONAL EXPERIENCE**

<u>Missouri Baptist Medical Center - St Louis, MO</u>	December 2004 - Present
Physician, Family Practitioner	
<u>Internal Medicine Consultants – St Louis, MO</u>	January 2004 - August 2004
Physician, Internal Medicine	
<u>St Anthony ' s Medical Center - St Louis, MO</u>	November 2002 - Jan 1 2004
Urgent Care Physician	
<u>Kaiser Permanente Medical Center - San Diego, CA</u>	November 2001 - August 2002
Staff Physician in Family Medicine	
<u>Kaiser Permanente Medical Center - San Diego, CA</u>	October 1999 - October 2001
Resident in Family Medicine	
<u>University of California San Diego Medical Center - San Diego, CA</u>	June 1996 - October 1999
Resident in General Surgery	

## **BOARD CERTIFICATION**

American Board of Family Practice, Board Certified: July 1<sup>st</sup>, 2003 - December 31<sup>st</sup>, 2010

## **EDUCATION**

### **Doctor of Medicine**

1996

Tufts University, MA

Alpha Omega Alpha Honor Medical Society

### **B.S. Biology**

1992

Tufts University, MA

Cum Laude

## **LICENSE**

State of Missouri : #2002021770

# Resume & resignation of James Mc Dowall

# Resume of James Mc Dowall

## **Address**

## **Contact**

Tel (home) [REDACTED]

Tel (mobile) [REDACTED]

Email: [REDACTED]

Date of Birth [REDACTED]

## Education

Institution	Start Date	Finish Date	Qualification	Grade
Barnfield College Enterprise way Luton, UK	September 2002	July 2004	Plumbing Technical Certificate level 2	(Did not complete.)
University College London Torrington Place London, UK	September 2001	March 2002	PhD in Biochemical Engineering	(Did not complete.)
University College London Torrington Place London, UK	September 2000	September 2001	MSc in Biochemical Engineering	Distinction

### Areas of study include:

Integrated biochemical engineering design, Integrated downstream processing, Advanced bioreactor engineering, Bioprocess engineering design and regulatory constraints, Mass, heat, momentum transfer and bioprocess material properties, Bioprocess synthesis and process mapping.

Bradford College Trinity Road Bradford, UK	September 1998	July 1999	PGCE (Postgraduate certificate in education) (science)	(Did not complete.)
University of Dundee Nethergate Dundee Scotland, UK	September 1993	June 1997	BSc Honours Biology	2:1 (upper second class)

### Areas of study include:

Cellular biochemistry, Molecular genetics, Botany, Zoology, Genetics, Parasite and vector biology, Crop biology, Population and behavioural ecology, Community ecology, Plant physiology.

North Herts College Stevenage, UK	September 1991	June 1993	A levels: Biology, Chemistry, English	3 passes
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## Scientific skills, knowledge and instrumentation

Aseptic technique, spectrophotometry, fermentation and fermenter sterilization, micro filtration, centrifugation, gel electrophoresis techniques, reagent makeup, micropipettes, PCR, recombinant DNA techniques, bacterial incubation, microbiological techniques, autoclave, cGMP, experimental design, collecting analyzing and evaluating data, report writing.

## Most Recent Employment

Where	Start	Finish	Position	Salary
Alexander T. Kalk M.D., LLC 3009 North Ballas Road Suite 126A St. Louis MO 63131	October 2005	Present	Medical Assistant	\$14 per hour

### Duties

I have a varied role in the company. I have been responsible for several major projects including the reorganization of the patient file system, the implementation of an electronic patient information database and the setting up of a computerized scheduling program. I also have responsibilities as the Doctors personal and financial assistant: paying bills, liaising with accountants lawyers and banks, preparing legal, medical and financial documents, working with accounting software and preparing the payroll. I also interact with patients, booking appointment, escorting patients to the exam room and taking their weight, temperature and blood pressure and answering patient inquiries on the telephone.

## Employment History

Where	Start	Finish	Position
Sherkin Island Marine Station Republic of Ireland	April 2000	September 2000	Phytoplankton Biologist: Collection, Identification and quantification of marine phytoplankton.
Toys R Us Stevenage, UK	October 1999	January 2000	Multimedia advisor
NVQ training Hertford, UK	July 1998	September 1998	NVQ (National Vocational Qualification) in IT
Whitehill School Hitchin, UK	March 1998	June 1998	Classroom assistant (voluntary)

## Skills and Hobbies

I have 12 years experience using Windows 95/98/2000/XP and I am proficient in the use of Word, Excel, PowerPoint and web browsers. I have experience with assembly and upgrading of PC's using component parts. I also have experience in renovation/remodelling (kitchens, flooring, painting, decking) as well as furniture making. Hobbies include photography, woodworking, and creative writing. I am professional and knowledgeable in these areas of interest. I have excellent communication skills, problem-solving skills and attention to detail as well as the ability to work independently and with others.

## References

Alexander Kalk M.D.  
3009 North Ballas Road  
Suite 126A  
St. Louis  
MO 63131  
Phone: 314 567 6565  
Fax: 314 567 6569  
alexkalk@cbnsl.com

Professor Titchener-Hooker  
Deputy Head of Department.  
Department of Biochemical  
Engineering.  
University College London  
Torrington Place  
London, UK  
Phone: +44 (0)20 7679 3796  
Fax: +44 (0)20 7383 2378  
nigelth@ucl.ac.uk

Dr Gary Lye  
Department of Biochemical  
Engineering.  
University College London  
Torrington Place  
London, UK  
Phone: +44 (0)20 7679 7942  
Fax: +44 (0)20 7209 0703  
g.lye@ucl.ac.uk

08/23/2006

To Alexander Kalk

This letter is to inform you of my resignation of employment with Alexander T. Kalk M.D., LLC. This is effective immediately.

James McDowall

# Emails Sexually Explicit

**Quickie**

Wednesday, November 14, 2007 4:20 AM

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "'jim stewart'" <jimstewart2007@yahoo.com>

**Daily Overview for November 15, 2007**

Provided by Astrology.com

[Daily Extended Forecast](#)**Quickie:**

Could be possible. You may need 115 dollars for this however.

**Overview:**

You may want to see a really hot girl return the affections of your crush, but you need to finish your billing for now -- even if that pushes the date for fucking her a little farther ahead. Fucking random girls may be fun, but it won't get you anywhere in terms of your career. This may be surprising to someone who is a brain dead vegetable.

Some chicks may even ask you to wear a condom, although you might not be sure why this is happening.

**From:** jim stewart [mailto:jimstewart2007@yahoo.com]**Sent:** Tuesday, November 13, 2007 10:32 PM**To:** Alex Kalk**Subject:** horoscope

- [Yahoo!](#)
- [My Yahoo!](#)
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Yahoo! SearchSearch:[ ] [Web Search]

Welcome, **jimstewart2007** [[Sign Out](#), [My Account](#)]

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Make each moment sweeter... learn how with Yeah Dave's Yoga + Chocolate.



Aquarius January 20 - February 18

**Forecasts****Daily Overview for November 14, 2007**

Provided by Astrology.com

[Daily Extended Forecast](#)**General**[Daily Overview](#)[Daily Extended](#)[Daily Teen](#)[Weekly](#)[Monthly](#)**Quickie:**

Many changes are happening, although you might not be sure why they are happening.

**Overview:**

You may be up against someone else for a promotion

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[Yearly](#)  
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or the affections of your crush, but you need to slow down for now -- even if that pushes them farther ahead. Fighting won't get you anywhere yet.

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Nov 12, 2007 11:42 PM

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Nov 8, 2007 11:00 PM

Skin Type Solutions  
[Ginkgo: Another Antioxidant You Can Drink](#)

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Dr. Weil's Healthy Living  
[Is It Better To Be Fat?](#)

Nov 13, 2007 12:32 AM

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- [Star sightings on omg!](#) Yahoo! Entertainment

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**my version**

Friday, November 16, 2007 6:01 AM

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "'jim stewart'" <jimstewart2007@yahoo.com>

Read over. Amazing how true it all is.



Aquarius January 20 - February 18

**Forecasts****Weekly Forecast for November 12, 2007**[Monthly Forecast](#)**General****Love & Relationships**

You're more connected to your friends on **the East Side** than you have been in a while. You feel that with them **on your lap**, you could do anything. (That's more or less true.) Tuesday and Wednesday, though, you're having a hard time getting **any pussy**. You can barely **come up with enough money to get laid**. Then, from Thursday through Saturday, expect a total reversal in the **no sex** department. You're basically a source of **sperm**. And laughter. And **box munching**. No wonder everyone's coming up to you at **PT's**. On Sunday, plug yourself into a **stripper**, literally!) and recharge.

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[ No Subject ]

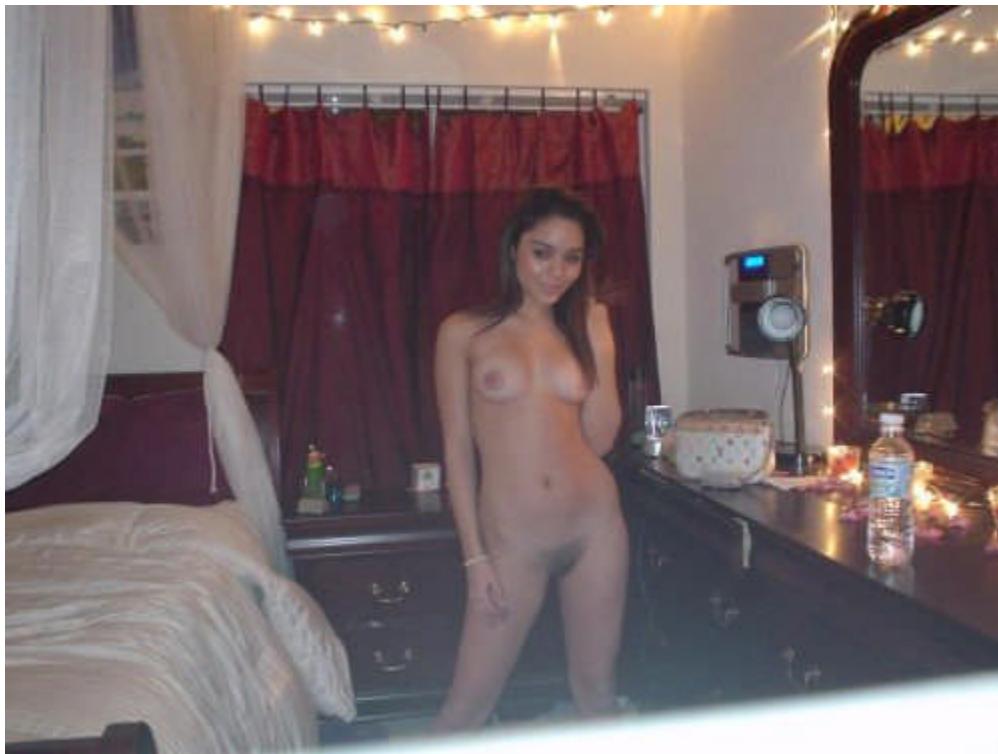
Friday, December 7, 2007 3:43 AM

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "jim stewart" <jimstewart2007@yahoo.com>



**FW:**

Sunday, September 16, 2007 7:03 PM

**From:** "Alex Kalk" <alexkalk@cbnsl.com>**To:** "jim stewart" <jimstewart2007@yahoo.com>**From:** Alex Kalk [mailto:[alexkalk@cbnsl.com](mailto:alexkalk@cbnsl.com)]**Sent:** Sunday, September 16, 2007 7:03 PM**To:** Alex Kalk**Subject:**



[ No Subject ]

Friday, December 7, 2007 3:42 AM

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "jim stewart" <jimstewart2007@yahoo.com>



OH LOOK !  
Cupcakes.

DIY.DESPAIR.COM



[ No Subject ]

Friday, December 7, 2007 3:24 AM

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "jim stewart" <jimstewart2007@yahoo.com>



**RE: hi**

Sunday, December 16, 2007 8:07 AM

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "jim stewart" <jimstewart2007@yahoo.com>

Kinda like your dick

---

**From:** jim stewart [mailto:jimstewart2007@yahoo.com]  
**Sent:** Saturday, December 15, 2007 7:48 PM  
**To:** Alex Kalk  
**Subject:** hi

it's working but it is so slow

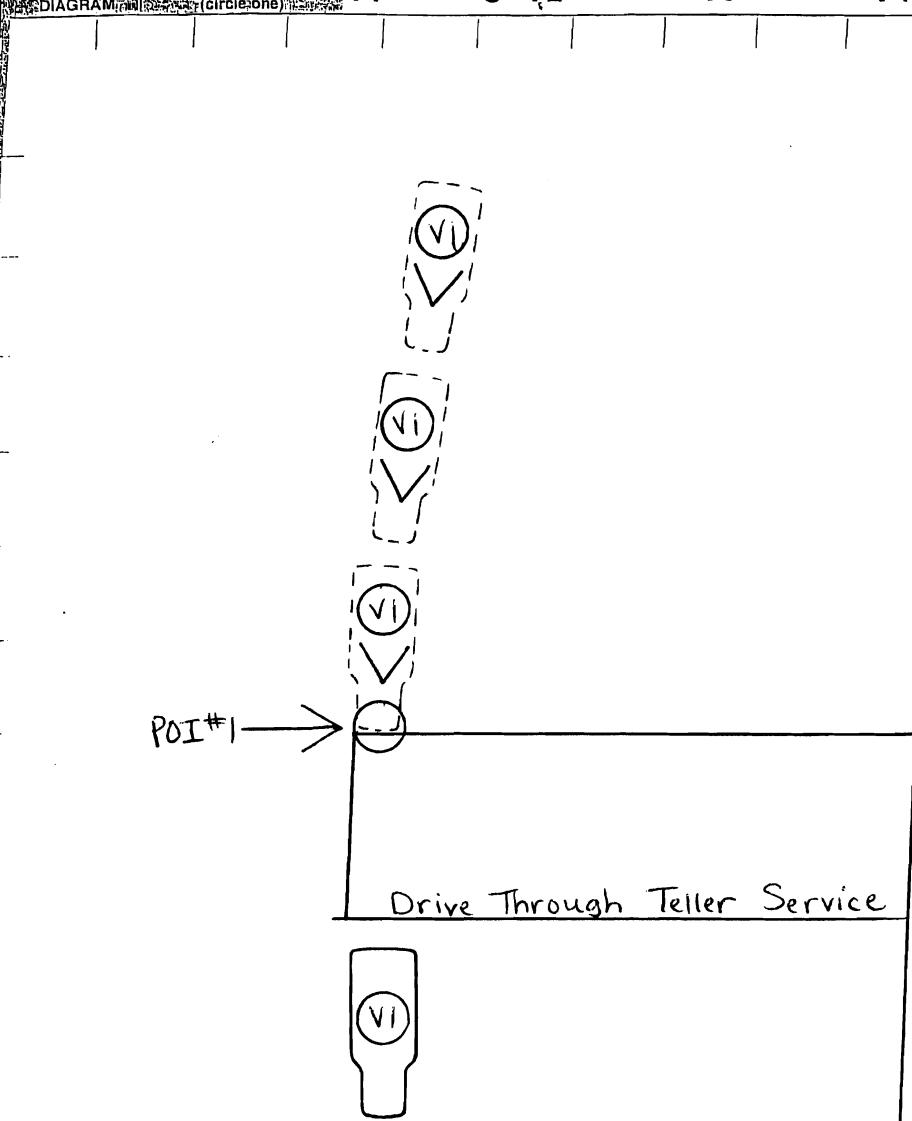
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# First Bank Accident Police Report, Pictures Of Bank & Truck

SPACE USED FOR BARCODE				1 - AGENCY NAME AND ORG CREVE COEUR PD - MO0951900 300 N NEW BALLAS, CREVE COEUR, MO, 63141 314-432-8000						
LEFT THE SCENE CLEARED		ACCIDENT CLASSIFICATION	PROPERTY DAMAGE ONLY	NUMBER INJURED	NUMBER KILLED	REPORT / CASE / INCIDENT NUMBER				
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/>		0	0	08-1074				
NUMBER OF VEHICLES INVOLVED		ACCIDENT DATE	ACCIDENT TIME (MIL)	TIME NOTIFIED (MIL)	TIME ARRIVED (MIL)	INVESTIGATION DATE				
1		04-26-2008	1003	1003	1005	04-26-2008				
2 - LOCATION										
COUNTY		MUNICIPALITY			BEAT / ZONE	TRP / DIST / PCT	INVESTIGATED AT SCENE			
ST LOUIS COUNTY		95	CREVE COEUR			670	5	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
ON 11901 Olive				DISTANCE FROM	LOCATION	INTERSECTING STREET OR ROADWAY				
				500 FEET	<input type="checkbox"/> AFTER <input type="checkbox"/> BEFORE <input type="checkbox"/> AT	Olive	SPEED LIMIT	GEO - CODE	GPS LONGITUDE	
ROAD MAINTAINED BY				35 MILES		35			LATITUDE	
3 - DAMAGE TO PROPERTY OTHER THAN VEHICLES										
GIVE OWNER'S NAME AND ADDRESS, DESCRIPTION OF PROPERTY, AND DAMAGE.										
<input type="checkbox"/> MoDOT 1ST BANK, 11901 OLIVE, CREVE COEUR, MO, 63141-North side of building where driver through tellers are located, the roof of the drive through is destroyed due to the U Haul truck being too tall to fit. Other damage occurred around the strike area as a result of the force from the U Haul (light fixtures, electric damage).										
4. DRIVER'S FULL NAME (LAST, FIRST, MI) ADDRESS (STREET, CITY, STATE, ZIP)										
D KALK, ALEXANDER, T. 665 SKINKER, ST LOUIS, MO, 63105										
DRIVER LICENSE NUMBER / ID NUMBER			STATE	TYPE OF LICENSE	<input checked="" type="checkbox"/> 1. OPERATOR CLASS F <input type="checkbox"/> 2. CDL CLASS _____	<input type="checkbox"/> 3. PERMIT <input type="checkbox"/> 4. UNLICENSED	<input type="checkbox"/> 5. MC ONLY	MC ENDORSEMENT		
DRIVER			MO				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NA			
PROOF OF INSURANCE		INSURANCE COMPANY			<input type="checkbox"/> DRIVER <input checked="" type="checkbox"/> VEHICLE	POLICY NUMBER				
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED		REPUBLIC WESTERN INS CO				RFSI-2008				
YEAR		MAKE		MODEL	COLOR					
2007		FORD		ECONOLINE 100	WHITE/ORANGE					
LIC. PLATE NO.		STATE	YEAR	VIN	TOTAL NO. OF OCCUPANTS					
AD50076		MO	2008	1FDXE45S17DB16386	1					
VEHICLE OWNER NAME (LAST, FIRST, MI) / COMMERCIAL CARRIER ADDRESS (STREET, CITY, STATE, ZIP) <input type="checkbox"/> SAME AS DRIVER										
US BANK, . 209 S LASALLE SUITE 300, CHICAGO, IL, 60640										
1. VEHICLE DAMAGE (Circle all damaged areas)										
<input type="checkbox"/> NONE		INITIAL IMPACT NO. <input type="checkbox"/> NA 16	1 15 16 17 14 13 12 11 10	2 3 4 5 6 7 R 1 15 16 17 R E A 14 13 12 11 10 9 R	18 - Undercarriage 19 - Windshield 20 - Burned 21 - Towed Unit 22 - Cargo	TOWED FROM SCENE	TOW CO. INFORMATION			
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NA				
5. DRIVER'S FULL NAME (LAST, FIRST, MI) ADDRESS (STREET, CITY, STATE, ZIP)										
D DRIVERS LICENSE NUMBER / ID NUMBER STATE TYPE OF LICENSE <input type="checkbox"/> 1. OPERATOR CLASS _____ <input type="checkbox"/> 3. PERMIT <input type="checkbox"/> 5. MC ONLY MC ENDORSEMENT <input type="checkbox"/> 2. CDL CLASS _____ <input type="checkbox"/> 4. UNLICENSED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA										
PROOF OF INSURANCE		INSURANCE COMPANY			<input type="checkbox"/> DRIVER <input type="checkbox"/> VEHICLE	POLICY NUMBER				
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED						NA				
YEAR		MAKE		MODEL	COLOR					
LIC. PLATE NO.		STATE	YEAR	VIN	TOTAL NO. OF OCCUPANTS					
VEHICLE OWNER NAME (LAST, FIRST, MI) / COMMERCIAL CARRIER ADDRESS (STREET, CITY, STATE, ZIP) <input type="checkbox"/> SAME AS DRIVER										
VEHICLE DAMAGE (Circle all damaged areas)										
<input type="checkbox"/> NONE		INITIAL IMPACT NO. <input type="checkbox"/> NA	1 15 16 17 14 13 12 11 10	2 3 4 5 6 7 R 1 15 16 17 R E A 14 13 12 11 10 9 R	18 - Undercarriage 19 - Windshield 20 - Burned 21 - Towed Unit 22 - Cargo	TOWED FROM SCENE	TOW CO. INFORMATION			
6 - WITNESS <input checked="" type="checkbox"/> NONE IDENTIFIED										
NAME OF WITNESS					ADDRESS (STREET, CITY, STATE, ZIP)				TELEPHONE NO.	

COLLISION Direction: Prior to Impact DIAGRAM Min. (Circle one)				V1 N E S W	V2 N E S W	V3 N E S W	V4 N E S W	Est. Speed - Fatal & Only			
				V1	V2	V3	V4				
INDICATE NORTH											
											
POI#1 →											
1 <sup>st</sup> Bank (11901 Olive)											
Drive Through Teller Service											
Juno 780											
DIAGRAM NOT TO SCALE											
INDICATE ROAD NAMES				REQUIRED UNLESS DELAYED REPORT							

8. EVIDENTIARY PHOTOS TAKEN

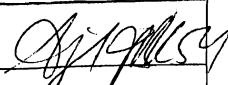
 YES  NO BY WHOM

Sgt. Kellogg 54

AVAILABLE FROM

Creve Coeur PD

RECONSTRUCTION - Includes Narrative, Diagram &amp; Photo(s)



9 - CODES															
<b>SEAT LOCATION</b> XX - Not Known P - Pedestrian B - Bicycle M - Motorcycle OE - Occupant - Enclosed Load Area OU - Occupant - Unenclosed Load Area CP - Commercial Passenger SV - Other (Explain in Remarks)		<b>INJURY</b> 1. Fatal 2. Disabling 3. Evident - Not Disabling 4. Probable - Not Apparent 5. None Apparent 6. Unknown		<b>TRANSPORTED</b> (Medical Treatment) 1. No 2. EMS 3. Other 4. Unknown		<b>EJECTION</b> 1. NA 2. No 3. Partially 4. Totally 5. Unknown		<b>AIR BAG FRONT</b> 1. None / NA 2. Deployed 3. Not Deployed		<b>AIR BAG SIDE</b> 1. None / NA 2. Deployed 3. Not Deployed		<b>SAFETY DEVICES</b> 1. None 2. Not Used 3. Shoulder Belt Only 4. Lap Belt Only 5. Shoulder and Lap Belt 6. Child Restraint 7. Helmet Used 8. Helmet Not Used 9. Use Unknown			
<b>10 - DRIVERS</b>															
<b>NAME</b> ADDRESS				<b>DATE OF BIRTH</b> MM-DD-YYYY		<b>SEX</b>	<b>VEH. NO.</b>	<b>SEAT LOC.</b>	<b>INJ.</b>	<b>TRANS-PORT</b>	<b>EJEC-TION</b>	<b>AIR BAG F</b>	<b>S</b>	<b>SAF DEV</b>	<b>TELEPHONE NO.</b>
<input type="checkbox"/> NA DRIVER 1 - SAME ADDRESS AS ABOVE				01-30-1970		M	1	FL	05	01	02	03	01	05	314-800-6201
<input type="checkbox"/> NA DRIVER - SAME ADDRESS AS ABOVE															
<b>11 - OTHER OCCUPANTS &amp; PEDESTRIANS</b> (SAD = SAME AS DRIVER)															
<input type="checkbox"/> SAD															
<input type="checkbox"/> SAD															
<input type="checkbox"/> SAD															
<input type="checkbox"/> SAD															
<input type="checkbox"/> SAD															
<input type="checkbox"/> SAD															
<input type="checkbox"/> SAD															
<b>12. VEHICLE BODY TYPES</b> AUTOMOBILES / SPECIAL VEHICLES				<b>14. HAZARDOUS MATERIALS</b> V1 <input type="checkbox"/> <input type="checkbox"/> Placard Displayed				<b>17. VEHICLE ACTION / SEQUENCE OF EVENTS</b> V1 <input checked="" type="checkbox"/> NA							
<input type="checkbox"/> 1. Passenger Car <input type="checkbox"/> 2. Station Wagon <input type="checkbox"/> 3. Sport Utility Vehicle <input type="checkbox"/> 4. Limousine (6-15 for hire) <input type="checkbox"/> 5. Van (8 or less with driver) <input type="checkbox"/> 6. Small Bus (9-15 with driver) <input type="checkbox"/> 7. Bus (16 or more with driver) <input type="checkbox"/> 8. School Bus (less than 16 with driver) <input type="checkbox"/> 9. School Bus (16 or more with driver) <input type="checkbox"/> 10. Motorcycle <input type="checkbox"/> 11. ATV <input type="checkbox"/> 12. Motorized Bicycle <input type="checkbox"/> 13. Pedalcycle <input type="checkbox"/> 14. Motor Home / Camper <input type="checkbox"/> 15. Farm Implements <input type="checkbox"/> 16. Construction Equipment <input type="checkbox"/> 17. Other Transport Device <input type="checkbox"/> 18. Unknown <input type="checkbox"/> 19. Pick-up <input checked="" type="checkbox"/> 20. Single-unit Truck: 2 axles, 6 tires <input type="checkbox"/> 21. Single-unit Truck: 3 or more axles  <input type="checkbox"/> A. Vehicle Pulling Another Unit(s) 1-21 only <input type="checkbox"/> 22. Truck Tractor With No Units <input type="checkbox"/> 23. Truck Tractor With One Unit <input type="checkbox"/> 24. Truck Tractor With Two Units <input type="checkbox"/> 25. Truck Tractor With Three Units <input type="checkbox"/> 26. Other Heavy Truck  GCVW Rating (not licensed weight) 19-26 only <input checked="" type="checkbox"/> Less than or equal to 10,000 lbs. <input type="checkbox"/> 10,001 - 26,000 lbs. <input type="checkbox"/> Greater than 26,000 lbs.				<input type="checkbox"/> <input type="checkbox"/> 1. Gases in Bulk <input type="checkbox"/> <input type="checkbox"/> 2. Solids in Bulk <input type="checkbox"/> <input type="checkbox"/> 3. Liquids in Bulk <input type="checkbox"/> <input type="checkbox"/> 4. Explosives <input type="checkbox"/> <input type="checkbox"/> 5. None <input type="checkbox"/> <input type="checkbox"/> A. Hazardous Materials' Cargo Released / Spilled				1. Going Straight 2. Overtaking 3. Making Right Turn 4. Right Turn on Red 5. Making Left Turn 6. Making U Turn 7. Skidding / Sliding 8. Slowing / Stopping 9. Start in Traffic 10. Start From Parked 11. Backing 12. Stopped in Traffic 13. Parked 14. Changing Lanes 15. Avoiding 16. Crossover Median 17. Crossover Centerline 18. Crossing Road 19. Airborne							
<input type="checkbox"/> 1. Police <input type="checkbox"/> 2. Fire <input type="checkbox"/> 3. Ambulance <input type="checkbox"/> 4. Other (must check "A") <input type="checkbox"/> A. Emergency Vehicle on Emergency Run				<b>15. ACCIDENT TYPE</b> <input checked="" type="checkbox"/> 1. On Roadway <input type="checkbox"/> 2. Off Roadway <b>COLLISION INVOLVING</b> <input type="checkbox"/> 1. Animal <input type="checkbox"/> 2. Pedalcycle <input checked="" type="checkbox"/> 3. Fixed Object <input type="checkbox"/> 4. Other Object <input type="checkbox"/> 5. Pedestrian <input type="checkbox"/> 6. Train <input type="checkbox"/> 7. MV in Transport <input type="checkbox"/> 8. MV on Other Roadway <input type="checkbox"/> 9. Parked MV				<b>V1</b> <input type="checkbox"/> Unknown  <b>NON-COLLISION</b> <input type="checkbox"/> 10. Overturning <input type="checkbox"/> 11. Other Non-Collision							
<b>13. EMERGENCY VEHICLE INVOLVEMENT</b> V1 <input checked="" type="checkbox"/> NA				<b>TWO VEHICLE COLLISION</b> <input type="checkbox"/> 60. Head On <input type="checkbox"/> 61. Rear End <input type="checkbox"/> 62. Sideswipe - Meeting <input type="checkbox"/> 63. Sideswipe - Passing <input type="checkbox"/> 64. Angle <input type="checkbox"/> 65. Backed Into <input type="checkbox"/> 67. Other				<b>V1</b> <input checked="" type="checkbox"/> Normal <input type="checkbox"/> Accident Ahead <input type="checkbox"/> Congestion Ahead							
<b>16. TRAFFIC CONDITIONS</b> V1 <input checked="" type="checkbox"/> NA				<input type="checkbox"/> Unknown  <b>33. Animal Code</b> <input type="checkbox"/> NA  <b>36. Fixed Object Code</b> <input type="checkbox"/> 32 / _____ / _____  <input type="checkbox"/> Unknown  ____ / ____ / ____ / ____ / ____ / ____ / ____  <b>33. Animal Code</b> _____  <b>36. Fixed Object Code</b> _____ / _____ / _____											
<b>Animal, Fixed Object, and Inattention Codes explained in narrative.</b>															

<b>18. PROBABLE CONTRIBUTING CIRCUMSTANCES</b>		<b>19. PEDESTRIAN INVOLVEMENT</b>	<b>20. VISION OBSCURED</b>	<b>21. TRAFFIC CONTROL</b>	<b>22. ROAD CHARACTER</b>
<p>V1</p> <input type="checkbox"/> <input type="checkbox"/> 1. Vehicle Defects (explain) <input type="checkbox"/> <input type="checkbox"/> 2. Traffic Control Inoperable or Missing <input type="checkbox"/> <input type="checkbox"/> 3. Improperly Stopped on Roadway <input type="checkbox"/> <input type="checkbox"/> 4. Speed - Exceeded Limit <input type="checkbox"/> <input type="checkbox"/> 5. Too Fast for Conditions <input type="checkbox"/> <input type="checkbox"/> 6. Improper Passing <input type="checkbox"/> <input type="checkbox"/> 7. Violation Signal / Sign <input type="checkbox"/> <input type="checkbox"/> 8. Wrong Side (not passing) <input type="checkbox"/> <input type="checkbox"/> 9. Following Too Close <input type="checkbox"/> <input type="checkbox"/> 10. Improper Signal <input type="checkbox"/> <input type="checkbox"/> 11. Improper Backing <input type="checkbox"/> <input type="checkbox"/> 12. Improper Turn <input type="checkbox"/> <input type="checkbox"/> 13. Improper Lane Usage / Change <input type="checkbox"/> <input type="checkbox"/> 14. Wrong Way (One-Way) <input type="checkbox"/> <input type="checkbox"/> 15. Improper Start From Park <input type="checkbox"/> <input type="checkbox"/> 16. Improperly Parked <input checked="" type="checkbox"/> <input type="checkbox"/> 17. Failed to Yield <input type="checkbox"/> <input type="checkbox"/> 18. Alcohol <input type="checkbox"/> <input type="checkbox"/> 19. Drugs <input type="checkbox"/> <input type="checkbox"/> 20. Physical Impairment (explain) <input type="checkbox"/> <input type="checkbox"/> 21. Inattention (explain) P1 _____ V1 _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 22. None		<p>P1 <input checked="" type="checkbox"/> NA</p> <p>CROSSING ROAD</p> <input type="checkbox"/> <input type="checkbox"/> 1. At Intersection <input type="checkbox"/> <input type="checkbox"/> 2. Not At Intersection <input type="checkbox"/> <input type="checkbox"/> 3. With Signal <input type="checkbox"/> <input type="checkbox"/> 4. Against Signal <input type="checkbox"/> <input type="checkbox"/> 5. No Signal <input type="checkbox"/> <input type="checkbox"/> 6. Diagonally <input type="checkbox"/> <input type="checkbox"/> 7. Within Crosswalk <input type="checkbox"/> <input type="checkbox"/> 8. Within Marked Crosswalk <input type="checkbox"/> <input type="checkbox"/> 9. Behind / In Front of Parked Car <input type="checkbox"/> <input type="checkbox"/> 10. With Traffic <input type="checkbox"/> <input type="checkbox"/> 11. Against Traffic <input type="checkbox"/> <input type="checkbox"/> 12. Getting On / Off Vehicle <input type="checkbox"/> <input type="checkbox"/> 13. Standing / Lying / Sitting on Road <input type="checkbox"/> <input type="checkbox"/> 14. Pushing / Working on Vehicle <input type="checkbox"/> <input type="checkbox"/> 15. Other Working <input type="checkbox"/> <input type="checkbox"/> 16. Playing on Road <input type="checkbox"/> <input type="checkbox"/> 17. Off Roadway	<p>V1</p> <input type="checkbox"/> <input type="checkbox"/> 1. Windshield <input type="checkbox"/> <input type="checkbox"/> 2. Load on Vehicle <input type="checkbox"/> <input type="checkbox"/> 3. Trees / Brush <input type="checkbox"/> <input type="checkbox"/> 4. Building <input type="checkbox"/> <input type="checkbox"/> 5. Embankment <input type="checkbox"/> <input type="checkbox"/> 6. Signboards <input type="checkbox"/> <input type="checkbox"/> 7. Hillcrest <input type="checkbox"/> <input type="checkbox"/> 8. Parked Cars <input type="checkbox"/> <input type="checkbox"/> 9. Moving Cars <input type="checkbox"/> <input type="checkbox"/> 10. Glare <input type="checkbox"/> <input type="checkbox"/> 11. Other (explain) <input checked="" type="checkbox"/> <input type="checkbox"/> 12. Not Obscured	<p>V1</p> <input type="checkbox"/> <input type="checkbox"/> 1. Construction Zone <input type="checkbox"/> <input type="checkbox"/> 2. Other Work Zone <input type="checkbox"/> <input type="checkbox"/> 3. School Zone <input type="checkbox"/> <input type="checkbox"/> 4. Stop Sign <input type="checkbox"/> <input type="checkbox"/> 5. Electric Signal <input type="checkbox"/> <input type="checkbox"/> 6. RR Signal / Gate <input type="checkbox"/> <input type="checkbox"/> 7. Yield Sign <input type="checkbox"/> <input type="checkbox"/> 8. Officer / Flagman <input type="checkbox"/> <input type="checkbox"/> 9. No Passing Zone <input type="checkbox"/> <input type="checkbox"/> 10. Turn Restricted <input type="checkbox"/> <input type="checkbox"/> 11. Signal on School Bus <input checked="" type="checkbox"/> <input type="checkbox"/> 12. None	<p>ALIGNMENT</p> <input type="checkbox"/> 1. Straight <input checked="" type="checkbox"/> 2. Curve <p>PROFILE</p> <input type="checkbox"/> 1. Level <input checked="" type="checkbox"/> 2. Grade <input type="checkbox"/> 3. Hillcrest
		<b>23. LIGHT CONDITION</b>	<b>24. WEATHER CONDITION</b>	<b>25. ROAD CONDITION</b>	
		<input checked="" type="checkbox"/> 1. Daylight	<input checked="" type="checkbox"/> 1. Clear <input type="checkbox"/> 2. Cloudy <input type="checkbox"/> 3. Rain <input type="checkbox"/> 4. Snow <input type="checkbox"/> 5. Sleet <input type="checkbox"/> 6. Freezing (temp.) <input type="checkbox"/> 7. Fog / Mist <input type="checkbox"/> 8. Indeterminate (explain)	<input checked="" type="checkbox"/> 1. Dry <input type="checkbox"/> 2. Wet <input type="checkbox"/> 3. Snow <input type="checkbox"/> 4. Ice <input type="checkbox"/> 5. Slush <input type="checkbox"/> 6. Mud <input type="checkbox"/> 7. Standing Water <input type="checkbox"/> 8. Moving Water <input type="checkbox"/> 9. Other (explain)	
		<b>26. ROAD SURFACE</b>			
		<input type="checkbox"/> 1. Concrete <input checked="" type="checkbox"/> 2. Asphalt	<input type="checkbox"/> 3. Brick <input type="checkbox"/> 4. Gravel	<input type="checkbox"/> 5. Dirt / Sand <input type="checkbox"/> 6. Multi-Surface	

**27 - COMMERCIAL MOTOR VEHICLE (Complete for each commercial vehicle involved.)****A. CMV CRITERIA**

Answer the following to determine if this section should be completed.

1. Does this accident involve any of the following:
  1. a person fatally injured; or
  2. a person transported for medical attention; or
  3. a vehicle towed from the scene of the accident

NO - DO NOT COMPLETE  
 YES - GO TO NUMBER 2
2. Examine each vehicle to determine if it is a commercial vehicle based on the following:
  1. a truck with GCVWR of more than 10,000 lbs. and engaged in commerce; or
  2. a bus or school bus (9 or more including driver); or
  3. a vehicle with a hazardous materials placard

NO - DO NOT COMPLETE  
 YES - COMPLETE SECTIONS B - E

**B. CARRIER ID NUMBER**

V1 ICC NO. MC \_\_\_\_\_ USDOT NO. \_\_\_\_\_

ICC NO. MC \_\_\_\_\_ USDOT NO. \_\_\_\_\_

**C. HAZARDOUS MATERIAL PLACARD NUMBER**V1 4-Digit Placard Number  
from Diamond / Box \_\_\_\_\_ Number From Bottom  
of Diamond \_\_\_\_\_4-Digit Placard Number  
from Diamond / Box \_\_\_\_\_ Number From Bottom  
of Diamond \_\_\_\_\_**D. TRAFFICWAY**

1. Two-Way; Not Divided
2. Two-Way; Divided; Unprotected Median
3. Two-Way; Divided; Positive Median Barrier
4. One-Way; Not Divided

**E. CARGO BODY TYPE**

- V1
- 
1. Enclosed Box
- 
- 
2. Cargo Tank
- 
- 
3. Flatbed
- 
- 
4. Dump
- 
- 
5. Concrete Mixer
- 
- 
6. Auto Transporter
- 
- 
7. Garbage / Refuse
- 
- 
8. Grain, Chip, Gravel
- 
- 
9. Pole Trailer
- 
- 
10. Other

**28 - NARRATIVE / STATEMENTS (If additional room is necessary, attach a separate sheet.)**

Driver 1 stated he was traveling in the parking lot of 11901 Olive (1st Bank) and was going to go through the teller drive through. Driver 1 stated he did not realize that his vehicle would not fit because it was too tall, and struck the roof of the drive through, as well as the machine used to transport miscellaneous papers from vehicle to building.

Apparently, driver 1 misjudged the height on his vehicle and the height of the roof of the teller drive through service. When he attempted to drive through, the roof of his vehicle struck the roof of the drive through, tearing his roof off and damaging the drive through.

**29. REPORTING OFFICER SIGNATURE**

GRACE JONES

DSN / BADGE NO.

780

BEAT / ZONE

5

TROOP / DIST / PCT

5

**REVIEWING OFFICER 1 SIGNATURE**

KELLOGG, JAMES

DSN / BADGE NO.

54

REVIEWING OFFICER 2 SIGNATURE

DSN / BADGE NO.

# RECEIPT

DATE	5/5/2008	No.	542334
RECEIVED FROM	\$7.-		
Po Box 372045 St Louis 63137			DOLLARS
<input type="radio"/> FOR RENT <input type="radio"/> FOR (RP) 08-1074			
ACCOUNT		<input checked="" type="radio"/> CASH	FROM
PAYMENT	7-	<input type="radio"/> CHECK	TO
BAL. DUE		<input type="radio"/> MONEY ORDER	BY J. M. 278
1182			

AUL

NN MOVES

DC 5545 W

**U-HAUL**

**ONE-WAY & IN-TOWN MOVES**



DC 5545 K



**U-HAUL**

**Our Low Decks  
Make Your Move  
EASIER!**

**LOWEST DECKS  
EZ-LOAD RAMPS**

 [uhaul.com](http://uhaul.com)

Or Call...

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"OTHER  
RENTAL GUYS"  
FREIGHT  
TRUCK  
DECK HEIGHT

**UHAUL**

Our Low D.



**Our LOW Deck  
Means Your Life**

**SAVE '25**

Return truck empty clean  
and facilitate



SHIPS VIA  
FED EX  
DHL























Public Storage Records Where  
Doctor Kalk left locker  
Unlocked, Cut Lock off of unit  
removed everything without my  
Knowledge or consent, I had to  
allow him access at times  
because there was medical  
equipment he needed to use  
then return to storage.

## --RENTAL AGREEMENT--

THIS RENTAL AGREEMENT is executed in duplicate this 12/29/2007, by and between, Public Storage Inc., as Operator or agent for Operator, 1550 North Lindbergh Blvd, St Louis, MO 63132-1606, ("Operator") and Jim Stewart ("Occupant") whose address and alternate contact address are as follows:

<b>Occupant Address</b> PO BOX 372045 ST.LOUIS, MO 63137  [REDACTED] [REDACTED]	<b>Alternate Name and Address</b> EILEEN STEWART PO BOX 372045  [REDACTED] [REDACTED] Phone:
--	--

Enclosed/Parking Space No. 398 (approximately 10.0 x 30.0) Account No. 10598637

**No. 193363664 - 28001MO**

Occupant advises Operator that Occupant intends to allow the following individuals to have access to the premises:

---

**FEES AND CHARGES:**

\$239.00 Monthly Rent (Due on or before 1st of Month)	\$0.00 Late charge after 20th of the Month
\$20.00 New Account Administration Fee (Non-Refundable)	\$25.00 Lien Handling Charge after Thirty (30) Days (Whether or not Sale Occurs)
\$47.80 Late Charge after 9th of the Month	\$0.00 Lien Sale Fee

By placing his INITIALS HERE J.S., Occupant acknowledges that the above information is correct, that all the payments are due before the close of the business on the day indicated to be applied to the oldest delinquency first, including fees which may have accrued since the last payment was received, that he understands and agrees to pay the fees and rent as noted above and that Operator reserves the right to require that rent, fees and charges be paid in cash, certified check or money order.

It is agreed by and between Operator and Occupant:

1. PURPOSE AND DESCRIPTION OF PREMISES. The parties have entered into this Rental Agreement for the purpose of leasing or renting certain space as herein described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Operator leases to Occupant and Occupant leases from Operator the above noted space (hereinafter the "Premises") located at the above referenced address of Operator and included in a larger facility at such address containing similar leased real property and common areas for the use of Occupant and other occupants (the entire facility is hereinafter referred to as the "Property"). Occupant has examined the premises and Property and, by placing his INITIALS HERE J.S., acknowledges and agrees that the premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises or the common areas of the Property. For the convenience and benefit of Operator and all Occupants of the Property and to enable Operator to offer this Rental Agreement to Occupant on the terms and charges provided for in this Rental Agreement, Occupant shall have access to the Premises and the common areas of the Property only during such hours and days as are regularly posted at the Property.

2. TERM AND RENT. The term of this Rental Agreement shall commence as of the date written above and shall continue from the first day of the month immediately following on a month-to-month occupancy until terminated. Occupant shall pay Operator as a monthly rent, without deduction, prior notice, demand or billing statement, the sum noted above (plus any applicable tax imposed by any taxing authority) in advance on the first day of each month. If the term of this Rental Agreement shall commence other than on the first day of the month, Occupant shall pay a full month's rent for the first month and shall owe a pro rata portion of the second month's rent. Occupant understands and agrees that under no circumstances will Occupant be entitled to a refund of the first month's rent paid upon execution of the Rental Agreement, and, thereafter, if this Rental Agreement terminates other than on the last day of the month, Occupant shall not be entitled to a refund of a pro rata portion of the rent for the month in which the termination occurred, but, if termination occurs on or before the fifteenth (15th) day of the month, Occupant may pay only the rent (and any applicable tax) that accrues from the first (1st) day of the month until the date of termination. The monthly rent and/or fees and charges as noted above may be adjusted by Operator effective the month following written notice by Operator to Occupant specifying such adjustment, which such notice shall be given not less than thirty (30) days prior to the first day on which the adjustment shall be effective. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Rental Agreement and all other terms of this Rental Agreement shall remain in full force and effect.

3. USE OF THE PREMISES AND PROPERTY AND COMPLIANCE WITH LAW. Occupant shall store only personal property that belongs to Occupant. Because the value of the personal property may be difficult or impossible to ascertain, Occupant agrees that under no circumstances will the aggregate value of all personal property stored in the Premises exceed, or be deemed to exceed, \$5,000 and may be worth substantially less than \$5,000. Occupant shall not permit any Hazardous Materials (as defined below) to be stored in the Premises or the Property or store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material, in the Premises or the Property. Occupant shall not store any personal property on the Premises which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters, and Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises and its use. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Occupant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other occupants in the Property nor perform any welding in the Property. Occupant acknowledges and agrees that the Premises and the Property are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as (but not limited to) books, records, writings, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Occupant and records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the items is constituted. Occupant acknowledges that the Premises may be used for storage only, and that use of the Premises for the conduct of a business or for human or animal habitation is specifically prohibited. Upon termination of this Rental Agreement, Occupant shall remove all Occupant's personal property from the Premises unless such property is subject to Operator's lien rights as referenced in paragraph 6 and shall immediately deliver possession of the Premises to Operator in the same condition as delivered to Occupant on the commencement date of this Rental Agreement, reasonable wear and tear expected. By placing his INITIALS HERE J.S., Occupant acknowledges that he has read and understands the provisions of this paragraph and agrees to comply with its requirements.

**4. INSURANCE. ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S SOLE RESPONSIBILITY.** OCCUPANT UNDERSTANDS THAT OPERATOR WILL NOT INSURE OCCUPANT'S PERSONAL PROPERTY. To the extent occupant does not obtain insurance coverage for the full value of Occupant's personal property stored in or on the Premises, Occupant agrees Occupant will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism or vermin. Operator and Operator's agents, affiliates, authorized representatives and employees ("Operator's Agents") will not be responsible for, and Occupant hereby releases Operator and Operator's Agents from any responsibility for, any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured (Including without limitation any Loss arising from the active or passive acts, omission or negligence of Operator or Operator's Agents) (the "Released Claims"). Occupant waives any rights of recovery against Operator or Operator's Agents for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against Operator or Operator's Agents. The provisions of this paragraph will not limit the rights of Operator and Operator's Agents under paragraph 5. Occupant understands that if Occupant elects to obtain the insurance available at the Property, the additional amount for such insurance coverage must be included with the monthly payments as noted above. Further, application of all payments received will be applied as noted above. By placing his INITIALS HERE [Signature], Occupant acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Occupant's sole responsibility.

**5. LIMITATION OF OPERATOR'S LIABILITY; INDEMNITY.** Operator and Operator's Agents will have no responsibility to Occupant or to any other person for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") from any cause, including without limitation, Operator's and Operator's Agents active or passive acts, omissions, negligence or conversion, unless the loss is directly caused by Operator's fraud, willful injury or willful violation of law. Occupant shall indemnify and hold Operator and Operator's Agents harmless from any loss incurred by Operator and Operator's Agents in any way arising out of Occupant use of the Premises or the Property. Occupant agrees that Operator's and Operator's Agents total responsibility for any Loss from any cause whatsoever will not exceed a total of \$5,000. By placing his INITIALS HERE [Signature], Occupant acknowledges that he understands and agrees to the provisions of this paragraph.

**6. OPERATOR'S LIEN. OCCUPANT IS HEREBY ADVISED THAT PURSUANT TO THE PROVISIONS OF THE MISSOURI SELF-SERVICE STORAGE FACILITIES ACT (SECTIONS 415.400-415.430 RSMo) (THE "ACT"), OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY PURSUANT TO THE ACT. THE LIEN ESTABLISHED BY THE ACT SHALL HAVE PRIORITY OVER ALL OTHER LIENS EXCEPT THOSE LIENS THAT HAVE BEEN PERFECTED OR RECORDED, ON PERSONAL PROPERTY. IN THE EVENT OF DEFAULT OCCUPANT MAY BE DENIED ACCESS TO THE LEASED SPACE AND THE PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE OPERATOR'S LIEN IF OCCUPANT IS IN DEFAULT, AND PROCEEDS FROM THE SALE OF THE PROPERTY WHICH REMAIN AFTER SATISFACTION OF THE LIEN WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER THE SALE OF THE PROPERTY.** Upon Operator's compliance with the provisions of the Act, Operator's liability to Occupant with respect to all proceeds of a sale shall be limited to the net proceeds received from the sale of the personal property, and to other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by the other lien.

**7. ABANDONMENT.** In the event rent shall be in default and due and unpaid for a period of thirty (30) consecutive days, and thereafter Occupant shall have failed to give Operator written notice of any intention not to abandon the Premises and the personal property located in, on or about the Premises within fifteen (15) consecutive days after notice of nonpayment of rent has been given by Operator to Occupant, Operator may reasonably assume that Occupant has abandoned the Premises and any personal property located in, on or about the Premises, and, at Operator's option, the Premises shall be deemed abandoned and this Rental Agreement terminated. Notwithstanding the foregoing, in the event Operator otherwise reasonably determines that Occupant has abandoned the Premises, at Operator's option, the Premises and any personal property located in, on or about the Premises shall be deemed abandoned and this Rental Agreement terminated. Further, in the event of an abandonment of the Premises or any other termination of the Rental Agreement or Occupant's right to possession of the Premises, Operator may sell, destroy or otherwise dispose of any personal property thereafter remaining on the premises.

**8. RIGHT TO ENTER, INSPECT AND REPAIR PREMISES.** Occupant shall grant Operator, Operator's Agents or the representatives of any governmental authority, including police and fire officials, access to the Premises upon three (3) days prior written notice to Occupant. In the event Occupant shall not grant access to the Premises as required, or in the event of an emergency or upon default of any of Occupant's obligations under this Rental Agreement, Operator, Operator's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Occupant's locks and enter the Premises for the purpose of examining the Premises or the contents thereof or for the purpose of making repairs or alterations to the Premises and taking such other actions as may be necessary or appropriate to preserve the Premises, or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Operator's rights. In the event of any damage or injury to the Premises or the Property arising from the negligence or deliberate act or omissions of the Occupant, or for which Occupant is otherwise responsible, or if Occupant fails to remove all personal property from the Premises upon termination of this Rental Agreement, all expenses reasonably incurred by the Operator to repair or restore the Premises or the Property including any expense incurred in connection with any investigation of site conditions, or any cleanup, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Occupant as additional rent and shall be due upon demand by the Operator.

**9. TERMINATION AND DEFAULT.** Operator may terminate this Rental Agreement at the expiration of any term by giving written notice to Occupant by certified mail not less than seven (7) days before expiration of the term, or two (2) days if Occupant is in default under the Rental Agreement. Occupant may terminate this Rental Agreement at any time by giving two (2) days oral or written notice to Operator. If Occupant defaults under any of his obligations under this Rental Agreement, Operator may pursue any remedies available to Operator under applicable law or this Rental Agreement. Operator's decision to pursue one remedy shall not prevent Operator from pursuing other available remedies.

**10. CHANGE OF ADDRESS AND NOTICES.** In the event Occupant shall change Occupant's address or alternate name and address as set forth on this Rental Agreement, Occupant shall give Operator written notice signed by Occupant of any such change within ten (10) days of the change, specifying Occupant's current address and alternate name, address and telephone numbers. Change of addresses or telephone numbers cannot be effected through the listing of such information on return envelopes or checks. Except as otherwise expressly provided in this Rental Agreement or by law, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party at the address provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date of deposit with postage thereon in the United States mail or upon delivery, if personally delivered.

**11. RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place at the Property are made a part of this Rental Agreement and Occupant shall comply at all times with such rules and regulations. Operator shall have the right from time to time to promulgate amendments to the rules and regulations. Upon the posting of any such amendments or additions in a conspicuous place at the Property, they shall become a part of this Rental Agreement.

## 12. MISCELLANEOUS

- (a) Occupant shall provide, at Occupant's own expense, a lock for the Premises which Occupant deems sufficient to secure the Premises. Occupant shall not provide a key and/or combination to Occupant's lock to Operator or Operator's Agents.
- (b) Electricity which may be supplied to the Premises is to light the Premises for Occupant's convenience in viewing and accessing stored goods only. Occupant shall turn off the lights when leaving the Premises. In the event electricity is used other than as above, Occupant shall pay an additional charge upon notice from Operator.
- (c) Occupant shall not make or allow any alterations without the prior written consent of Operator.
- (d) Occupant hereby authorizes Operator to release any information regarding Occupant as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts, or to others for marketing and similar purposes.
- (e) Occupant shall not assign or sublease the Premises. Operator may assign or transfer this Rental Agreement without the consent of Occupant and, after such assignment or transfer, Operator shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer. All of the provisions of this Rental Agreement shall apply to, and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of all parties hereto.
- (f) Time is of the essence.
- (g) This Rental Agreement shall be governed and construed in accordance with the laws of the State of Missouri. If any provisions of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Rental Agreement.

**13. NO WARRANTIES, ENTIRE AGREEMENT.** Operator hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and the Property and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Premises and the Property and hereby acknowledges and agrees that Operator does not represent or guarantee the safety or security of the Premises or the Property or of any personal property stored therein, and this Rental Agreement does not create any contractual obligation for Operator to increase or maintain such safety or security. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. With the exception of posted rules and regulations as noted in paragraph 11, there are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Operator or Operator's Agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by the parties.

**14. INCORPORATION OF PROVISIONS ON PAGES 1 and 2.** By placing his **INITIALS HERE**, Occupant acknowledges that he has read, is familiar with and agrees to all of the provisions printed on the previous pages of this Rental Agreement, and Operator and Occupant agree that all such provisions constitute a material part of this Rental Agreement and are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

PUBLIC STORAGE, INC.



Property Manager

OCCUPANT



**PROPERTY COPY**

**END OF RENTAL AGREEMENT**  
Make checks payable to: **PUBLIC STORAGE, INC.**

28001 - CREVE COEUR/N LINDBERGH  
1550 North Lindbergh Blvd  
St Louis, MO 63132-1606  
Phone: (314) 993-7092



To:

Jim Stewart (398)  
PO BOX 372045  
ST.LOUIS, MO 63137

Date: 02/27/2008  
Re: Space No. 398

**Tenant Lock Notice**

Dear Jim Stewart

As a benefit to our customers, we conduct ongoing inspections of our property to make sure that all units are properly locked. During our recent lock inspection, it came to our attention that your space No. 398

- A. May have been entered as the lock appears to have been tampered with.
- B. Had no lock on it.
- C. Was improperly locked.

As a courtesy to you, we have placed a temporary lock on your space to help protect your belongings. Please come in to the property as soon as possible (during Office Hours) to check your space and to properly place your own lock on your unit.

Thank you for your prompt response.

Sincerely,  
PUBLIC STORAGE, INC.

  
\_\_\_\_\_  
Property Manager



The Real Storage Experts

6-20-08

**INCIDENT/DAMAGE REPORT**

(CONFIDENTIAL - Internal/Legal Use Only)

Prop #: 28001 DRA: D 0118 Telephone # 314-993-7092Person completing form (print): Todd Barry District Manager: John Nixon **ENTRY OR ATTEMPTED ENTRY**

Date of Discovery: \_\_\_\_\_ Time of Discovery: \_\_\_\_\_

Method of Discovery:  Reported by tenant/other  Observed during lock check Tenant Space(s) – Approximate number of spaces affected: \_\_\_\_\_ \* Office Perimeter Other \_\_\_\_\_

Police Notified (non-tenant related issues): \_\_\_\_\_

Date/Time \_\_\_\_\_ Rpt # \_\_\_\_\_

Means of Entry:  Cut Lock  Cut Hasp  Pried Door  Removed Pins  Broken GlassDescribe how person(s) gained entry to the facility if it can be determined: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Describe Incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*At the end of this form list all impacted spaces.

 ROBBERY Armed Robbery Unarmed RobberyDate: 5-5-06 Time: 11:47 Loss Estimate: Unknown Time Police were called: Never Police Report # \_\_\_\_\_Description of Robber: Unknown  
\_\_\_\_\_  
\_\_\_\_\_Description of Event: Tenant stated his property was stolen and damaged, unit was left insecure and he believes his unit should not have been left without a lock. Lock was cut off as referenced in notes and he believes the police should have been called.

FAX TO RISK MANAGEMENT DEPARTMENT

LOSS/DAMAGE TO PUBLIC STORAGE PROPERTY

Describe Loss/Damage: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person(s) Responsible (if known): \_\_\_\_\_

Address: \_\_\_\_\_ City and Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Vehicle ID (if involved) Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License: \_\_\_\_\_ State: \_\_\_\_\_ Color: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy No. \_\_\_\_\_

Address of Insurance Carrier: \_\_\_\_\_ City and Zip Code: \_\_\_\_\_

If tenant spaces are also affected, please list below.

 NON-EMPLOYEE INJURY ON PROPERTY (for PS employee injury, contact your DM)

Name(s) of Injured Person(s): \_\_\_\_\_

Address: \_\_\_\_\_ City and Zip Code: \_\_\_\_\_

Phone (\_\_\_\_\_) Cell Phone (\_\_\_\_\_) \_\_\_\_\_

Relationship to Public Storage (if any):

Occupant/Tenant     Vendor     Contractor     Other describe \_\_\_\_\_

Describe Incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date/Time District Manager was notified: \_\_\_\_\_

 AFFECTED SPACES - Please list all spaces affected by the event:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person completing form (sign): Todd Barry Date: 6-20-08

FAX TO RISK MANAGEMENT DEPARTMENT AT (818) 553-2375

28001 - CREVE COEUR/N LINDBERGH  
 1550 North Lindbergh Blvd  
 St Louis, MO 63132-1606  
 Phone: 3149937092



**Jim Stewart**  
**PO BOX 372045**  
**ST.LOUIS, MO 63137**

**Account #10598637, Rent Payment Receipt #216505236**  
 06/20/2008 05:29:12 PM

<b>Unit #: 398</b>					
LTL Rent:	\$227.05	LTL Rent Tax:	\$0.00	Insurance:	\$20.00
Monthly Payment:	<u>\$247.05</u>	Next Pmt. Due:	07/01/2008	Payment Method:	In Advance
	<b>Previous Balance</b>	<b>Credits</b>	<b>Payment</b>	<b>Remaining Balance</b>	
Rent	\$227.05	\$0.00	\$227.05	\$0.00	
Tax	\$0.00	\$0.00	\$0.00	\$0.00	
Insurance	\$20.00	\$0.00	\$20.00	\$0.00	
Fees	\$47.80	\$0.00	\$47.80	\$0.00	
Misc.	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total</b>	<b><u>\$294.85</u></b>	<b><u>\$0.00</u></b>	<b><u>\$294.85</u></b>	<b><u>\$0.00</u></b>	

<b>Total Previous Bal.</b>	<b>\$294.85</b>
<b>Total Credits</b>	<b>\$0.00</b>
Cash	
Check	
Credit Card	\$294.85 CC #: *****1607
<b>Total Payment</b>	<b>\$294.85</b>
<b>Total Remaining Bal.</b>	<b>\$0.00</b>

Card Member agrees to pay total Credit Card Amount in accordance with agreement governing use of such card:

X \_\_\_\_\_

Congratulations on taking advantage of the following promotion: **\$1 Special; LTL 3-Mo + 5%.**

*Thank you for choosing Public Storage!*

# Another Accident and Release

**Fwd: fender bender**

Friday, January 11, 2008 1:25 PM

**From:** "jim stewart" <jimstewart2007@yahoo.com>  
**To:** cshelley@parexcellencepbs.com  
fender bender.eml (6KB)

Note: forwarded message attached.

Never miss a thing. [Make Yahoo your homepage.](#)

**Forwarded Message: fender bender**

Friday, January 4, 2008 6:11 PM

**fender bender**

**From:** "Alex Kalk" <alexkalk@stlouis.org>  
**To:** "jim stewart" <jimstewart2007@yahoo.com>

So I dented another car 10 minutes ago.

I figured if I drove only to McDonald's I couldn't cause too much trouble.

Backing out of a parking place in the van, I accidentally turned the wheel at too sharp an angle and clipped the front end of a sedan next to me parked.

I was going 1 mile an hour. His car was parked.

The young man whose car it was, was very nice.

He said it was no big deal and we exchanged phone numbers and addresses.

I told him I'll call him Saturday.

I suppose we could have him fix it at a body shop and give us the bill and we pay cash OR we could have our insurance pay it.

How do you want to handle it. I kind of like the less red tape the better.

I'm sorry. Didn't mean to hit him obviously. I wasn't doing anything stupid. I really couldn't see his little car there next to me.

## RELEASE OF ALL CLAIMS

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,  
KNOW That we, GLENN TIFFIN, KAREN TIFFIN, and SEAN TIFFIN, all of # 9 Silver  
Oak Court, Bridgeton, MO 63044 for and in consideration of the sum of \$ 1,417.63 the  
receipt of which is hereby acknowledged, hereby remise, release and forever discharge  
and by these presents do for ourselves, for our son, SEAN TIFFIN, for our heirs,  
executors and administrators remise, release and forever discharge said JAMES  
STEWART, DR. ALEXANDER KALK, and METROPOLITAN PHYSICIANS GROUP,  
LLC their heirs, executors, administrators, successors and assigns of and from all, and all  
manner of action and actions, cause and causes of action, suits, debts, dues, accounts,  
contracts, promises, trespasses, judgments, claims and demands whatsoever, in law or  
in equity, which against said JAMES STEWART, DR. ALEXANDER KALK, and  
METROPOLITAN PHYSICIANS GROUP, LLC we ever had now have or which our  
heirs, executors, or administrators, hereafter can, shall or may have for, upon or by  
reason of any matter, cause or thing whatsoever from the beginning of the world to the  
day of these presents.

It is understood that the acceptance of said sum of \$ 1,417.643 is in full accord  
and satisfaction and is not an admission of liability.

We further understand that by executing this release we will be forever  
relinquishing any claims whatsoever that we might have against JAMES STEWART,  
DR. ALEXANDER KALK, and METROPOLITAN PHYSICIANS GROUP, LLC for the  
automobile damage that occurred in the County of St. Louis, State of Missouri on or  
about January 4, 2008.

IN WITNESS WHEREOF, We have hereunto set our hands and seal in St.  
Louis, Missouri this 17 day of January, 2008.

Glenn J. Tiffin  
Glenn Tiffin

Karen M. Tiffin  
Karen Tiffin  
Sean Tiffin  
Sean Tiffin

# Fax to Prosecutor & Attorney General

# Fax Message

**Date:** 8/6/2009

**Time:** 12:53:57 PM

**To:** Robert P. McCulloch

**Company:** St. Louis County Prosecutor

**Fax Number:** 314-615-2611

**From:** Jim Stewart

**Subject:** Doctor Alexander Kalk

**Total Number of Pages (including cover):** 12

**Memo:** 12 pages + coversheet = 13 pages

Thursday, August 06, 2009

**Robert P. McCulloch**

OFFICE OF THE PROSECUTING ATTORNEY  
100 South Central Avenue - Second Floor  
Clayton, MO 63105  
(314) 615-2600  
E-Mail: pa@stlouisco.com  
Fax: 314-615-2611

**Sent Via:** 314-615-2611

**Dear Mr. McCulloch**

I really am having a hard time understanding why warrants were not issued on this man first your office has knowledge of his past actions. He threatened a judge, an assistant prosecutor and many more in writing , here are copies of the checks, I have turned them over to the media for investigation, something is not right, Doctor Alexander Kalk has, cut locks off my storage unit, ran trucks through drive through and so much more. If he was a poor uneducated African American, how fast would he be in jail with warrants issued? I think you have a double standard Sir.

Thank You  
For nothing

James Stewart  
1580 E. Swan Circle  
St. Louis, MO 63144  
314-398-5403

Thursday, August 06, 2009

## Attorney General Chris Koster

Missouri Attorney General's Office  
Supreme Court Building  
207 W. High St.  
P.O. Box 899  
Jefferson City, MO 65102  
Phone: 573-751-3321  
Fax: 573-751-0774

Sent Via: Fax  
Fax: 573-751-0774

Dear Mr. Attorney General

I would like an investigation into why; warrants were refused on a Dr. Alexander Kalk. I prosecuted for forged checks that were forged by kalk in 2008. Yesterday warrants were refused. I tried to make a police report in 2008 for him cutting the lock off my storage unit and stealing my property. The police would not even take a report. I am faxing you copies of these checks. Please look into this matter on my behalf. [Robert P. McCulloch](#) and his office has had a long history of picking and choosing cases. Either something was not presented properly by the police or, the prosecutor's office is playing games. In the past this same Doctor Alexander Kalk has threatened Judge Larry Kendrick of St. Louis County, he has threatened medical billing people and so on. I have a right to prosecute. Kalk has lied on Bankruptcy filings and so much more. For more information on this man go to: [www.mpg2009.org](http://www.mpg2009.org)

Thank You

James Stewart  
1580 E. Swan Circle  
St. Louis, MO 63144  
314-398-5403

cc. [Robert P. McCulloch](#)

**OFFICE OF THE PROSECUTING ATTORNEY**  
100 South Central Avenue - Second Floor  
Clayton, MO 63105  
(314) 615-2600  
E-Mail: [pa@stlouisco.co](mailto:pa@stlouisco.co) Thursday, August 06, 2009m  
Fax: 314-615-2611

**CLAYTON POLICE DEPARTMENT  
INCIDENT REPORT  
9 - 1698 - ORIGINAL**

**INCIDENT DATA**

Offense	FORGERY	Call Received	RADIO
UCR Crime Code	FORGERY	Reporting Dept.	PATROL
Date/Time Reporting	05/21/2009 13:45 THURSDAY	Reporting Officer	280 - THORNTON
Juris Reporting	CLAYTON		
For Jurisdiction	CLAYTON		
Case Status	ACTIVE		
Date/Time Received	05/21/2009 13:45 THURSDAY	Nature	FRAUD
Date/Time Dispatch	05/21/2009 13:45 THURSDAY	Date/Time Arrival	05/21/2009 13:47 THURSDAY
Unit Num.	1913	COGIS	2160
PCT/Dist	DISTRICT 3	Sector	
Street Address	227 SOUTH CENTRAL AVENUE	Apt/Suite/Rm#	
City		Zip	
State	MISSOURI	Location Desc.	
Caller Name	1913	Apt/Suite/Rm #	
Street Address		State	
City		Location Desc.	
Zip		Phone #	
Area Code			
Premise	BANK/CREDIT UNION/SAVINGS & LOAN		
Date/Time From	03/03/2008 12:00 MONDAY	Date/Time To	03/31/2008 12:00 MONDAY
Street Address	UNKNOWN	Apt/Suite/Rm#	
City		Zip	
State	MISSOURI	Location Desc	BANK OF AMERICA
Entry Point		Exit Point	
Entry Method		Tools Used	
<input type="checkbox"/> Entry Visible to Patrol?			
Agency/Personnel			
Date/Time Entered	05/21/2009 16:18 THURSDAY	Entered By	CHRISTINA MCMULLAN
FINAL APPROVAL	PHYLLIS HOLLOWELL	DSN 555	05/28/2009 12:42 THURSDAY

VICTIM INFORMATION

Last Name	STEWART	Middle Name
First Name	JAMES	Sur Name
Person Type	ADULT	



**Police Department**  
227 S. Central Avenue  
Clayton, Missouri 63105-3505

 Printed on recycled paper

James Stewart  
1580 East Swan Circle  
Brentwood, MO 63144



Hasler

016H16505418  
**\$00.440**  
08/03/2009  
Mailed From 63105  
US POSTAGE

METROPOLITAN PHYSICIANS GROUP, LLC  
11605 Studt  
Suite 112  
St Louis, MO 63141

1078

70-138810

3/6/08

DATE

PAY TO THE  
ORDER OFAlex Karr  
Four hundred

\$ 400.00

DOLLARS  REGIONS

10810013870 82 2028 8370 1078 0000040000

• MAR INC.

REGIONS BANK 03/10/08  
E4851 RR 0600110150-13  
SP219 062000019

6200353261

BANK OF AMERICA, N.A. STI  
083069034 E1516 50 P23  
03/10/08

3420371353

Posting Date Mar 10 2008

DB/CR D

Amount \$400.00

Item Bank 53

Account 8220288370

Check No 1078

Sequence No 6200353261

**METROPOLITAN PHYSICIANS GROUP, LLC**  
11605 Studt  
Suite 112  
St Louis, MO 63141

2020

70-133710

70-1328010

\$ 200.00

PAY TO THE  
ORDER OF

<sup>TO THE</sup>  
THE  
<sup>ONE</sup>  
Alex Kue  
Three Hundred

 REGIONS

1008 1008 3870 8220 2883 7000 2020 2000000 3000000

REGIONS BANK 93/25/08  
E4165 SS 0000219392-13  
SP219 062000019  
E10079015

BANK OF AMERICA, N.A. ST.  
10610000000000000000000000000000  
03/25/20

Posting Date Mar 25 2008

DB/CR D

Amount \$300.00

Item Bank 53

Account 8220288370

Check No 2020

Sequence No 6100790151

METROPOLITAN PHYSICIANS GROUP, LLC  
11605 Stahl  
Suite 112  
St Louis, MO 63141

2022

70-138810

3.23.08

1 \$ 101.00

101.00

PAY TO THE  
LAWYER

THE HANDBALL CO.

REGIONS

S-DA-1

10810013871 8220288370 2022 000000101000

REGIONS BANK 03/25/08  
E4165 RR 0008219202-13  
SP210 062000019

6100790739

Signature

BANK OF AMERICA, N.A. ST.  
00100001 112044 P23  
00 03/25/08  
3420943245

Posting Date Mar 25 2008

DB/CR D

Amount \$101.00

Item Bank 53

Account 8220288370

Check No 2022

Sequence No 6100790739

METROPOLITAN PHYSICIANS GROUP, LLC  
11605 Studt  
Suite 112  
St Louis, MO 63141

2023

70-138810

3-24-2008\$100<sup>00</sup>PAY TO THE  
ORDER OF

Alex Kalk  
one hundred dollars

CASH

## REGIONS

FEB

10810013870 8220288370 2023 00000010000

SHARES

REGIONS BANK 03/26/08  
E4179 RR 000110150-13  
SP219 062000019

6200704779

Min 25	3993
11	5
-	1

BANK OF AMERICA, NA, ST.  
10810013870 8220288370 2023  
03/25/08  
3420036973

Posting Date Mar 26 2008

DB/CR D

Amount \$100.00

Item Bank 53

Account 8220288370

Check No 2023

Sequence No 6200704779

# Other Companies Doctor Kalk owned Before & After He Worked For Me



# State of Missouri

Matt Blunt, Secretary of State

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

File Number: 200429909912  
LC0617915  
Date Filed: 10/25/2004  
Matt Blunt  
Secretary of State

## Articles of Organization

(Submit with filing fee of \$105)

1. The name of the limited liability company is:

Alexander T Kalk M.D. L.L.C.

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

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

Med. care

Practice

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

Alexander T Kalk M.D. 19 Black Creek Lane

Name

Street Address: May not use P.O. Box unless street address also provided

City/State/Zip

STL MO

63124

4. The management of the limited liability company is vested in:

managers

members

(check one)

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

Perpetual

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

6. The name(s) and street address(es) of each organizer (P.O. Box may only be used in addition to a physical street address):

Alexander T Kalk M.D.

3009 North Dallas Road

St Louis MO 63105

7. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you

indicate a future date, as follows:

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

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Alexander Kalk Alexander Kalk 10/25/04

Organizer Signature

Printed Name

Date

Organizer Signature

Printed Name

Date

Organizer Signature

Printed Name

Date

Name and address to return filed document:

Name: Alexander Kalk M.D.

Address: 19 Black Creek Ln

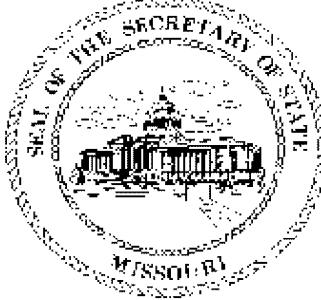
City, State, and Zip Code: STL MO 63124

State of Missouri  
Creation - LLC/LP 1 Page(s)



T0429943031

# State of Missouri



Matt Blunt  
Secretary of State

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*Alexander T. Kalk M.D., L.L.C.*  
*LC0617915*

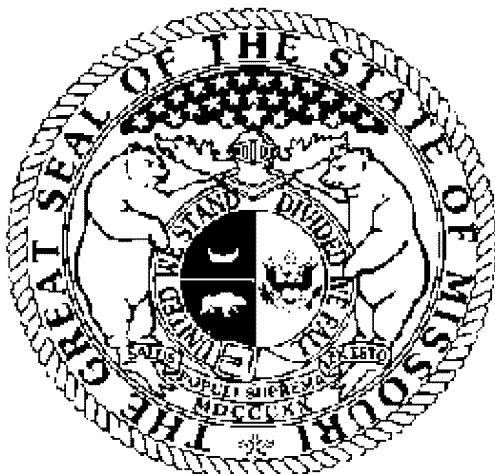
filed its Articles of Organization with this office on the 25th day of October, 2004, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 25th day of October, 2004, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 25th day of October, 2004.

*Matt Blunt*

Secretary of State





**State of Missouri**  
Robin Carnahan, Secretary of State

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

File Number:

X00950678

Date Filed: 02/26/2009

Expiration Date: 02/26/2014

Robin Carnahan

Secretary of State

**Registration of Fictitious Name**

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

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

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

Business name to be registered:

Oxford Medical Practice

Business Address:

522 N New Balas St. Ste 270

(P.O. Box may only be used in addition to a physical street address)

City, State and Zip Code:

St Louis MO 63141

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

Name of Owners,

Individual or

Business Entity

Street and Number

City and State

Zip Code

If listed,  
Percentage of  
ownership  
must equal  
100%

ALEXANDER KALK 2323 Woodson St. MO 63141

In Affirmation thereof, the facts stated above are true and correct :

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

Alex Kalk MD  
Authorized Signature

Alex Kalk  
Printed Name

2/26/09  
Date

Authorized Signature

Printed Name

Date

Authorized Signature

Printed Name

Date

Name and address to return filed document:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

State of Missouri  
Fictitious Creation 1 Page(s)



T0905718507

# Project Change Lives, Kalk & Tiller



**State of Missouri**  
Robin Carnahan, Secretary of State

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

alexan  
Preventive M

File Number: 200705465011

LC0798516

Date Filed: 02/23/2007

Robin Carnahan

Secretary of State

711 old ballas, suite 110

saint louis, missouri 63141

314.567.6565 fax 314.567.6569

email: alexkalk@cbnsl.com

www.alexkalk.com

**Articles of Organization**

(Submit with filing fee of \$105)

1. The name of the limited liability company is:

**PROJECT CHANGE LIVES, LLC**

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

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

**Purpose is to assist individuals how to set goals and**

**change their lifestyles in order to be happy in everyday living—to make changes to the better.**

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

**ALEXANDER T. KALK, M.D. 711 Old Ballas Rd., St Louis, MO 63141**

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

4. The management of the limited liability company is vested in:  managers  members (check one)

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

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

6. The name(s) and street address(es) of each organizer (P.O. Box may only be used in addition to a physical street address):

**ALEXANDER T. KALK, 711 OLD BALLAS, ST LOUIS, MO 63141**

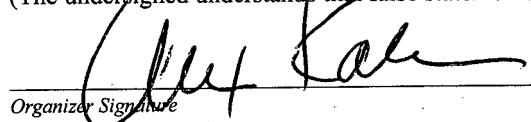
7. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you

indicate a future date, as follows: \_\_\_\_\_

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

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

  
Organizer Signature

**ALEXANDER KALK, M.D.**

Printed Name

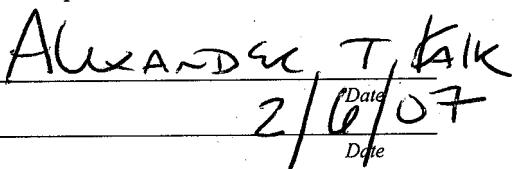
Organizer Signature

Printed Name

Organizer Signature

Printed Name

Date

  
2/6/07  
Date

Name and address to return filed document:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

**State of Missouri  
Creation - LLC/LP 1 Page(s)**



T0705456214

# State of Missouri



Robin Carnahan  
Secretary of State

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*PROJECT CHANGE LIVES, LLC*  
LC0798516

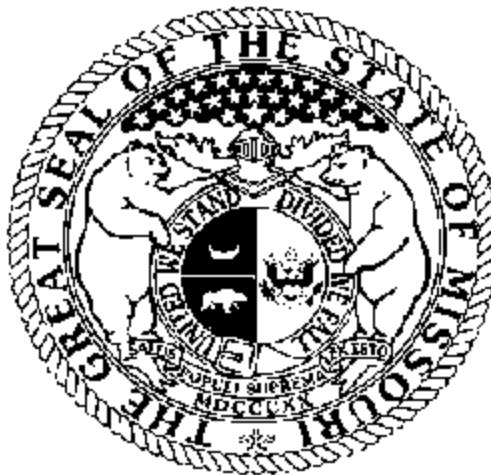
filed its Articles of Organization with this office on the 23rd day of February, 2007, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 23rd day of February, 2007, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of February, 2007.

A handwritten signature of Robin Carnahan in black ink.

Secretary of State



April 13, 2007

TO: Mr Rick Kalina  
RE: 536 North Taylor  
St. Louis, MO 63108

DR. Kalk called me about a fax he received stating that we are being charged \$150.00 "no show" fee from a contractor that was supposed to put in some ceiling tiles.

First, I sent over a fax last week weekend asking to be installed by this Wednesday. It wasn't even addressed until Debra called asking about the rent on Wednesday. Then someone called yesterday about the tiles being installed and I told them to call me about an hour before they are to come. This contractor called this morning around 9:15 A.M. and we agreed on Monday morning—he never came to the office—it was scheduled for Monday in the AM.

The rent issue was sent over on fax last week that we refuse to pay \$264.00 in gas when we keep the thermostat on "67 degrees" [because of being hot natured]. I asked for a bill to be faxed that shows our office usage—a gas bill was sent for the entire building of \$508.23. We are not paying  $\frac{1}{2}$  of the building when we don't use that much heat. We did agree to \$100.00 of the gas and the electric was fine, but we never heard from you.

I ordered on 4-12-07 to have a check issued in the amount of \$398.67 (250.00-rent, 100.00-gas, 48.67-electric), but I have held that up today until these areas are resolved.

Additionally, we never received an updated invoice showing the \$250.00 credit for the carpet.

Sorry for the confusion, but we will not pay \$150.00 no show fee, and  $\frac{1}{2}$  of any heat, especially, when I did not even charge you for the carpet damage by your painters and the two mini-blinds that we replaced and the cleanup of this building prior to moving in. The office was unfit to move in and then when the computer people came in and looked above the tiles, they saw the electrical areas were just taped all over, no wing nuts and boxes were installed—this is a hazard situation that must be addressed. I never forced you to any of those areas of concern.

I hope this explains our position

Also, all faxes for this office need to be addressed to this office, not Dr. Kalk's medical practice.

All of this absurd and really is getting out of hand.

Respectfully,

JOHN TILLER  
PROJECT CHANGE LIVES, LLC

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- [Related Stories ...](#)

- [Teflon Tiller](#)  
October 30, 2002
- [Legal Affairs](#)  
May 14, 2003
- [Hard Luck, Hard Time](#)  
March 28, 2001

## Most Popular

# Serial Tiller

When it comes to ripping people off, John Tiller and the Civil Rights Legal Defense Team just keep going and going

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

Get close enough, and you can follow your nose to [John Gary Tiller](#).

The stench of cigars hits as soon as the elevator door opens on the sixth floor of the Locust Building and gets stronger with each step toward the offices of the Civil Rights Legal Defense Team.

Inside, something stinks -- and it's not tobacco.

"I'm telling you, man, it's just been a mess," Tiller says. "We're trying to get everything cleaned up, and we're doing a helluva job. What I want you to do is to see that I've not done anything wrong."

Seriously.

Honestly.

Those are words Tiller uses a lot.

He doesn't look anything like his description in a 1990 rap sheet that lists him at five-foot-eleven and 190 pounds. Stretching an expensive-looking polo shirt, his pot belly spills over neatly pressed gray flannel

trousers. Small wire-frame spectacles -- think [Ben Franklin](#) or [John Lennon](#) -- are perched on his nose. What hair he has is white; his mustache is a close-cropped version of an Irish cop's.

The picture of sincerity.

Tiller walks past a lobby portrait of [Martin Luther King Jr.](#) and enters a conference room. On a wall, by shelves of law books, is a framed poster of a rowing crew. "Teamwork," it says. Tiller turns on a computer and scrolls down the flat-screen display monitor that, if history is a guide, belongs to someone else who hasn't been paid.

But Tiller doesn't like to talk about history -- at least, not his own. For more than twenty years, he's been a liar and a thief, a "prior and persistent offender," in the lexicon of the Missouri Department of Corrections. As far as Tiller is concerned, his past crimes, his stints in prison, the dozens upon dozens of lawsuits filed against him for nonpayment of debt don't have anything to do with the here and now.

"You're mixing peanuts with candy," Tiller says. "The pattern is possibly similar, but not really. That's John Tiller back there. This is a law firm here that I am not an owner of. I'm an employee."

A very busy employee, according to the [Office of the Chief Disciplinary Counsel](#), the arm of the state Supreme Court charged with investigating complaints against lawyers. The office says Tiller -- who doesn't have a law license -- has been selling legal advice. A proven con artist, Tiller also has convinced people to hand over thousands of dollars for legal services that are never performed. Their losses, state investigators say, exceed \$40,000. And that's a conservative figure.

Tiller's targets are inmates. When those kinds of people are conned, punishment comes slowly. The first victim came forward at least 19 months ago, but the Civil Rights Legal Defense Team remains in business and Tiller walks free.

The Office of the Chief Disciplinary Counsel has referred the case to prosecutors. The [U.S. Postal Inspector's Office](#), which looked into complaints about Tiller, has deferred to the St. Louis circuit attorney, even though the Civil Rights Legal Defense Team solicits business from people across the nation. The circuit attorney's office doesn't expect any results for at least two months. Although the Civil Rights Legal Defense Team once operated out of offices in St. Louis County, there's no indication that [Prosecuting Attorney Robert McCulloch](#) is interested. He didn't return five telephone calls about the Civil Rights Legal Defense Team. Complaints to Missouri Attorney General Jeremiah "Jay" Nixon, whose office was contacted by victims as long ago as January 2001, have accomplished little.

Indeed, no one has bothered calling Tiller's parole officer.

But time may be running out for John Gary Tiller -- and he knows it. Lately he's been renewing promises to angry clients of the Civil Rights Legal Defense Team who haven't heard from the company in months.

On May 30, the Supreme Court disbarred [Allen I. Harris](#), who'd been the sole lawyer for the Civil Rights Legal Defense Team. When he accepted Tiller's invitation to become the firm's lawyer, Harris should have known what he was getting into. Tiller, who formed the business in 1999 after serving four years for fraud, had used Harris as his lawyer in earlier criminal cases.

Tiller has a habit of blaming others for his troubles, and in the case of the Civil Rights Legal Defense Team he mainly blames Harris.

Although Tiller insists he's just an employee, others, including clients and a former employee, say he's the man in charge, the guy who hires and fires, signs the office leases, puts his name on purchase orders, gets sued by vendors and lies to relatives of inmates who rot in prison while the Civil Rights Legal Defense Team does nothing.

Employee or not, Tiller says he can explain everything.

"We have not been dishonest with anyone," Tiller says as he scrolls through computer files. "There's nothing wrong with this firm. This is very serious to me. There's two things I worry about, and that's children and people in these situations. I'm going to show you all the work. If you look at these complaints and we go through them, you'll see that half of these people are happy." He settles on a file, clicking the mouse.

[write to the editor](#) | [email a friend](#) | [print article](#) | [write your comment](#)

---

## Serial Tiller

### [Continued from page 1](#)

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Published on July 24, 2002

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"Here's what we did," he says. "We really worked hard on this case -- seriously."

The file concerns [Albert Cullom Jr.](#), who's doing 25 years for rape, assault and sodomy. Look at all this writing, Tiller says. These notations in italics emphasize points that should be brought up on appeal, he says. "We did a tremendous amount of work for this guy, an exorbitant amount of work," Tiller says.

Not according to the Missouri Supreme Court.

The Civil Rights Legal Defense Team filed no motions in court, and so Cullom's appeal was dismissed on November 30, 2000. Tiller lied to [Judy Cullom](#), Albert Cullom's mother, telling her the appeal was pending even after it was dismissed, the Office of Chief Disciplinary Counsel found. When he finally admitted that the appeal was dead, Tiller lied about the reason: He told Judy Cullom that the appeals court simply rubber-stamped the lower court's ruling, never mentioning that the Civil Rights Legal Defense Team hadn't filed the appeal to begin with. Judy Cullom had paid \$5,000 for the work.

Only after Judy Cullom contacted the court herself did she learn that no appeal had been filed. After the circumstances were explained, the court reinstated her son's appeal and appointed him a public defender. No matter what Tiller may say, Judy Cullom isn't happy. She is suing for malpractice in St. Louis County, home to the Civil Rights Legal Defense Team until this spring, when it left its offices on Old Ballas Road owing rent.

"I needed a lawyer really bad," Cullom says. "The first lawyer that we had cost \$35,000. We saw this advertisement in the *Thrifty Nickel* for this law firm, so I called him. It was cheaper than any of the others that we'd called around here. We ended up losing all our farm ground, all of our farm implements, everything. Because of lawyers, we don't have hardly anything left."

Tiller scrolls through the cases on his computer, looking for other examples of good legal work done by the firm. Most of the victims named by the Office of the Chief Disciplinary Counsel are now satisfied, he insists -- he could get 300 people in here right now to say what a wonderful job he's done. He pounds the conference table, emphasizing complete innocence.

Finally sitting back, he looks tired, perhaps a bit desperate.

"When are you planning on writing this?" he asks. "It's your call, but what I'm trying to do is to work out something so the firm and I don't get blackballed all the way.

"Is there anything else we can do to try to take care of this and try to handle these clients so this does not get published?"

---

Now 49, Tiller had his first brush with the law in 1974, when he was arrested in [Poplar Bluff](#) for stealing and passing a bad check three years after graduating from [O'Fallon Technical High School](#) with below-average grades. His father once told a state probation officer that until his teenage years, Tiller was a model child with a heart of gold. He liked to help people.

That certainly changed.

By the late 1970s, Tiller was running a South County stereo shop, according to lawsuits filed by electronics suppliers who sued him for unpaid debts. He has also worked as a private investigator and automobile repossession, always self-employed.

In 1979, Tiller was convicted in St. Louis County of taking \$6,000 in a real-estate scam. He got probation. While still on probation, he was convicted of five counts of passing bad checks in St. Louis. Once again, he got probation. In 1984, while on probation, he was convicted of impersonating a police officer and filing a false police report in the city. Again, he got probation, plus 60 days of shock time.

The system finally got tough on Tiller in 1986. This time, he was charged with five counts of passing bad checks in St. Louis County and five counts of stealing and attempted stealing in St. Louis. He'd been kiting checks in the city, taking about \$10,000 from Boatmen's Bank, \$3,135 from [Mercantile Bank](#) and more than \$4,000 from Royal Bank. In addition, [Michael Turpin](#), a service-station owner, told police that Tiller took him for about \$7,500 in bad checks, all in the space of a weekend. There were also bad-check cases out of [Cape Girardeau](#) that Tiller handled by hiring attorney [Stephen N. Limbaugh Jr.](#), now a Missouri Supreme Court justice. Court files show Tiller continued writing bad checks even after he'd been arrested and charged with kiting checks.

At the time, Tiller was running an investigation agency that specialized in tracking down bad debt for banks and savings-and-loan associations.

Tiller fought the charges by claiming mental problems. His psychiatrist, [Dr. Edwin D. Wolfgram](#) -- who later refused to release records to a probation officer because Tiller hadn't paid him -- told the judge that Tiller suffered from a mental disorder that made it impossible to realize "the nature, quality or wrongfulness of his conduct."

"He has a mental disease that renders him incapable of conforming his conduct to requirements of the law," Wolfgram wrote in a letter to St. Louis [Circuit Judge Thomas C. Mummert](#). "I see no basis for confinement of this gentleman, despite his mental illness.... With treatment, he is capable of becoming a responsible and productive citizen."

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- [Teflon Tiller](#)  
October 30, 2002
- [Legal Affairs](#)  
May 14, 2003
- [Hard Luck, Hard Time](#)  
March 28, 2001
- [Hanging Chad: RFT readers sound off on our man Garrison's provocative headline on the Forest Park murder](#)  
June 24, 2009

## Most Popular **Serial Tiller**

### [Continued from page 2](#)

Published on July 24, 2002

A second psychiatrist, [Dr. Joseph S. Shuman](#), found that Tiller might have an antisocial-personality disorder but also noted that Tiller knew the difference between right and wrong and could assist in his defense. Allen I. Harris, who'd been the sole lawyer for the Civil Rights Legal Defense Team, was disbarred by the Supreme Court May 30. Marvin Gelber was Tiller's landlord until this spring: "I made a helluva mistake." "He described this problem of having difficulty realizing the actual true value of money," Shuman wrote. "At one point when I was reading his record, I remarked to Mr. Tiller that he seemed to be quite a con artist, which made him very angry."

Mummert went with Shuman's opinion.

Facing a seventeen-year sentence, Tiller pleaded guilty in a plea bargain that was supposed to put him away for a decade. Then he filed a motion to withdraw his plea. When sentencing day arrived, Tiller made it to the courthouse but disappeared before his case was called. He came back the next day and was promptly jailed. Four hours later, he faced an angry judge.

"I don't want to hear excuses and I really don't care, because I wouldn't believe it even if you came in here with pictures," Mummert said. "Maybe ten years is a lot of time for passing bad checks, but it will keep you off the streets.... You and I know that you will get back out and continue your life of crime."

"No, sir, I'm not," Tiller told the judge.

"I think that's easy to say that here now," Mummert replied. "I can see that you want to say something. What happened?"

"I was outside when my wife frantically paged me and told me over the page that my daughter had fallen down two flights of stairs," Tiller said. "I panicked and I didn't know what to do. I'm being honest with you -- serious."

"Don't insult me with that stuff," Mummert retorted before handing down a ten-year sentence. "We had people chasing you all over this building."

After he was sent to prison, Tiller peppered Mummert with requests for leniency, begging the judge to cut the sentence to four months of shock time. Tiller promised to repay the stolen money, claiming he'd already paid \$12,000 to two victims, including one who hadn't lost anything because he stopped payment on checks before they cleared the bank.

"Would you please give me the last chance of my life," he begged in one of his many letters to the judge. "I have changed and will continue to change for the much better." He even convinced two nuns, both prison volunteers, to write a letter to Mummert. "We feel John has a sincere desire to take full charge of his life as well as the responsibility for it," the sisters wrote.

Mummert wouldn't bite, but Tiller didn't give up.

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Tiller had a rough time behind bars.

Prison records show he was beaten by other inmates who thought he was a snitch. Tiller says he has no idea why he was a target.

"Because of my profession, probably," he says. "Some people get 'investigator' and 'police' mixed up."

Though he hadn't repaid his victims, Tiller did retain [Donald Wolff](#), one of the state's top defense lawyers, and got his ten-year sentence set aside on the grounds that he should not have been allowed to plead guilty because a motion for another psychiatric review was pending when he entered his plea in St. Louis. By then, he'd served nearly three years. In 1989, he was paroled on the bad-check charges from the county and Cape Girardeau while St. Louis [Circuit Judge Michael B. Calvin](#) pondered what to do with him.

Once again, Tiller pleaded guilty to the pending check-kiting charges, leaving Calvin to decide an appropriate punishment. Prosecutors asked for fifteen years. Tiller's prospects didn't look good.

Since his parole thirteen months earlier, Tiller had fibbed to parole officers and broken parole conditions, including opening a checking account, according to a 1990 pre-sentencing report. He was a self-employed automobile repossession, an occupation his parole officer frowned on. He kept an office in Springfield but asked that his supervision be transferred to St. Louis because he was closing down his Springfield operation. But that office remained open, and Tiller opened another one in Kansas City, where he kept an apartment and spent most of his time. More than once, Tiller missed appointments with his parole officer. When a parole officer twice visited his Kansas City office, Tiller wasn't there.

The three banks that together lost more than \$17,000 hadn't gotten a dime in restitution. Neither had Turpin, who says that Tiller, a regular customer, bamboozled him by flashing lots of cash until one Friday evening when he asked to cash a check because the banks were closed. Tiller returned several times over the weekend to cash more checks, nearly putting Turpin out of business. Turpin urged parole officers to put Tiller in prison.

Parole officers were also getting calls from law enforcement. The Greene County Sheriff's Department said Tiller had contacted deputies, claiming he was a private investigator who needed a records check to help locate a person. The St. Charles County prosecuting attorney's office said they had reports that Tiller was hiring men to steal cars. A business owner complained that Tiller owed money for radios.

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## Serial Tiller

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"Tiller has been manipulative and feels that everybody owes him something," probation-and-parole officer [Karin Keister](#) concluded. "Although he admits his guilt in the present offenses, there appears to be little or no remorse. Tiller's victims have suffered serious financial difficulties. Tiller promises to change, but promises ... made several times in the past have not come true to light. Tiller has had the opportunity for two prior probation periods, but it did not deter him from new criminal behavior.

• Roy Tompkins

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

"It is recommended in this case that probation be DENIED."

Four months later, Judge Calvin granted probation after Tiller served 120 days of shock time.

Calvin granted probation the same day Tiller paid \$10,000 in restitution, with the money split between Boatmen's Bank and Royal Bank. It wasn't enough to cover their losses. Tiller claims he repaid every victim every cent they lost. "I was making good money then," he says.

But that's not what the victims or court records say.

According to Tiller's pre-sentencing report, he had five dependents and was making between \$1,000 and \$2,500 per month. In arguing against probation, [Nels C. Moss Jr.](#), then an assistant circuit attorney, wrote that Tiller hadn't paid any restitution and owed more than \$18,000 in child support, which resulted in criminal nonsupport charges. Turpin recalls getting about \$200 before the checks stopped coming.

The year after Calvin granted probation, lawsuits against Tiller for nonpayment of debt started piling up. He was simultaneously running several private-investigation companies out of the same offices, hopscotching around as one landlord after another ordered him to pay up or move out. Between 1991 and 1995, he and his various companies were sued at least 34 times in St. Louis city and county, with plaintiffs ranging from landlords to unpaid employees to a cigar shop, which delivered to Tiller's office until he stopped paying.

Tiller was doing worse than not paying his creditors or his victims. Just as Judge Mummert had predicted, he resumed his life of crime when he hit the streets.

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In 1993, a federal grand jury indicted Tiller on twenty counts of fraud.

The case began when Tiller swindled [Joseph Burt](#), an aging farmer from Flora, Illinois, who called the National Investigation Group, one of several company names Tiller used, after seeing an ad in the *St.*

*Louis Post-Dispatch.* Burt wanted to know why his lawyer hadn't sued a company he believed was polluting his creek.

"Tiller came out and took the job," Burt scrawled in a victim-impact statement. "He said he got the business from a former state policeman who liked him and gave the business to him and retired."

Tiller visited Burt again, even buying one of his cattle. "He never came to pick up the beef, although he promised to several times," Burt wrote. At the time, Burt was caring for his bedridden father, who was suffering from Parkinson's disease. The elder Burt didn't trust Tiller. "He said after he met Tiller for me to watch him because he didn't like him," Joseph Burt wrote. "He was 97 years old at the time."

But Burt didn't listen to his dad.

In less than a month, Burt gave Tiller more than \$119,000. Among other things, Tiller told Burt he needed \$16,000 for a new pickup truck to haul around surveillance gear. He made it all sound cloak-and-dagger, telling Burt to contact him from a "clean" phone at a local [Wal-Mart](#). Tiller was similarly low-key when it came to getting the cash.

"Tiller called and wanted money to complete the investigation," Burt wrote. "I wanted to wait until Monday, but he called the bank and got them to let me withdraw what money he needed. Left only a small amount on deposit.... Wanted me to send cash by courier so nobody in bank would know there was an investigation going on.... He knew it took a large chunk out of my life savings. It was not easy-come-easy-go for me, since I made it farming, sometimes a slow process. Lost about ten years' income practically overnight."

About the only thing Burt got for his money was a twelve-page report on the alleged polluter. Most of the report repeats information that was available for free in shareholder reports and [Securities and Exchange Commission](#) filings. "There is a lot of information that we are still working that is not included in the report," Tiller wrote in a cover letter. "Thanks for your business, and please rest assured we are working for a real good outcome."

The case mushroomed after Burt complained to postal inspectors, who visited Tiller's office on North Warson Road, where he conducted business under eight company names. Employees told the inspector that clients often called the office complaining that they'd paid for investigations but had received no services. One employee said Tiller had nearly 900 open case files and had performed no work on many of them. When clients called to ask about the status of investigations, Tiller used phony names, a practice he also employed when dealing with vendors who called asking about past-due bills.

A woman in [Hillsboro](#) told investigators she paid Tiller \$400 to find her long-lost brother. One of Tiller's employees called the woman ten days later and told her that her brother had been located but that she needed to pay another \$750 before she would be told his whereabouts. The employee told federal investigators that Tiller hadn't found the man but had ordered her to call the woman and collect more cash. When she balked, Tiller fired her.

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## Serial Tiller

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Once the federal investigation began, Judge Calvin revoked Tiller's probation and sent him to prison. Once again, Tiller begged for a break. "I will agree to anything you order, but please give me the chance to get out and try ... a good job, a genuine job that will not bring me problems like being in business for myself," he wrote in one of many letters to the judge. "Please give me this last chance to prove to my family and to you and to myself I can change. Please."

• Roy Tompkins

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

Listing \$71,000 in debts, Tiller filed for Chapter 11 bankruptcy in the name of [National Locate Service Corporation](#), one of his business entities. But Tiller was no more successful at declaring bankruptcy than he was at convincing Calvin to release him. The court tossed the case because Tiller used himself as attorney, which isn't allowed in corporate bankruptcies. Tiller filed a motion demanding a refund of his \$600 filing fee on the grounds that someone in the courthouse should have told him he couldn't play lawyer, but, as with virtually all of Tiller's legal pleadings, a judge dismissed the motion.

Postal inspectors subpoenaed Tiller's business files but ended up serving a search warrant after an employee told them that Tiller, when served with the subpoena at his probation-revocation hearing, had instructed him to destroy records and send computers to his father's house.

Besides taking money from clients without providing services, Tiller had been ordering goods and services, with no intention of paying, according to the federal indictment. Furthermore, when vendors who'd been stiffed refused to deal with him again, Tiller placed additional orders using different names, again refusing to pay. The grand jury also accused him of selling goods he hadn't paid for.

As always, Tiller had an explanation.

In a 1993 letter to the media, Tiller wrote from his prison cell that the feds served the search warrant because he had investigated dirty cops, prosecutors, judges and a bail bondsman turned drug dealer. He accused prosecutors of engaging in homosexual acts with juvenile delinquents and claimed to have photographs. The conspiracy against him, he insisted, rose all the way to the U.S. attorney's office. "[T]he real reason they wanted the search warrants was to obtain and destroy the files on their close friends to prevent me from disclosing them to the media and for the crooks they really are," he wrote.

Hogwash, said Assistant U.S. Attorney [David Rosen](#), who challenged Tiller to put up or shut up. In a court brief, Rosen said he was ready to prosecute any crooked public officials and demanded that Tiller immediately identify the police officers and other government officials he was investigating, as well as the cases in which they were being investigated.

No proof was forthcoming.

Tiller delayed the inevitable as long as possible, switching attorneys at least three times on the grounds that his lawyers were ineffective or had conflicts of interest. He said he would plead guilty, then balked during the plea hearing, prompting the judge to reject his guilty plea and order a mental evaluation. (By that time, prosecutors were already convinced they might have an unbalanced man on their hands, but a judge had rejected their request for a psychiatric exam six months earlier.) The state paroled Tiller after 14 months in prison, releasing him to the custody of the federal government. His parents bailed him out of jail, getting the \$5,000 from a credit-card cash advance, and he was ordered to a halfway house.

In a letter to [U.S. District Court](#) Judge Carol E. Jackson, Tiller's parents included a copy of their credit-card statement and wrote that the bulk of the \$14,800 in cash advances on their bill had gone to their son. "Most cash advances were used for John's business, at least we thought," [James Tiller](#) wrote. "John always promised he would pay us back when the business got going. But this did not happen. We questioned John on many occasions, where's [sic] the money. Excuses were always forthcoming."

If nothing else, Tiller was shameless.

Once free on bond, Tiller said he would work out of his apartment as a self-employed skip tracer on behalf of clients who were aware of his legal situation. He promised that he wouldn't enter into contracts with vendors. After the court approved the request, Tiller asked the judge to allow him to work for his father's skip-tracing business, which was incorporated one week before he filed his motion to work there. Noting that James Tiller had no experience in the skip-tracing field, [U.S. Magistrate Judge Catherine Perry](#) rejected that idea and removed a bail condition requiring Tiller to work or seek employment. Allowing

Tiller to go back to the same kind of business that had led to his indictment would pose a danger to the community, she ruled.

Tiller finally pleaded guilty to four of the twenty counts in exchange for the other charges' being dropped. Federal investigators who combed through Tiller's records had trouble figuring out exactly how much money he had stolen -- the final tally in a pre-sentencing report was \$115,628 from Burt, who had received a modicum of service, and \$10,390 from other victims. Jackson blamed Tiller's greed for any uncertainty.

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## Serial Tiller

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"Mr. Tiller, let me say this: I think that part of the reason that your recordkeeping may have been so sloppy is that you were just so busy defrauding people that you just got a little bit ahead of yourself," the judge said before sending him to prison for more than four years. "I hope that you find another line of work because, at some point -- you know, I think you got kind of a break today -- but at some point, this is going to catch up with you again."

• Roy Tompkins

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

Burt sued Tiller but dropped the suit on the eve of trial, saying he couldn't afford any more legal bills.

"It would cost me a lot of time and money to pursue the case, even pro se, and what would a judgment against that crook be worth?" Burt wrote in a letter to U.S. District Court Judge George F. Gunn. "I think the Court owes me a notice of prison release in advance, so we may engage in a real out-of-court settlement in which the court or anyone else would not be involved."

Burt never got the chance.

He died of a heart attack the same day he received a letter notifying him that Tiller had been released, according to Burt's niece and nephew. He was 79.

"That's a lie," Tiller says, his eyes narrowed. "Of course they'd say that. That's really making me mad now. The feds don't send a letter to people when you're being released -- only the state does that. Why don't you check that one?"

Fair enough.

Since 1984, the federal Bureau of Prisons has been notifying victims when criminals are released. A bureau spokesman in Washington, D.C., says he's not permitted to discuss specific cases but under board policy, any victim who requests notification is supposed to get a letter.

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A hint of Tiller's legal smarts came during his imprisonment in Leavenworth, Kansas, when he sued the federal government, claiming that prosecutors had miscalculated his sentence.

Tiller packed a file folder with motions, but he didn't get far -- not with a record as long as his. In court documents, Rosen, the assistant U.S. attorney, says Tiller had 27 felony convictions. "I know that was a point that I was shocked on: How does a white-collar defendant have so many convictions?" recalls Rosen, who defended the government against Tiller's civil case. "It was a surprise to me, and that's why I put it into the record."

After mailing scores of fruitless pleas to the court, Tiller abruptly dropped the case in December 1996, apologizing to Rosen and the judge for wasting their time. By then, he'd found a new profession.

"When I was in prison, I saw -- you know I was in the state and federal -- I saw people beaten, I saw people abused, I saw people set up, I saw everything," Tiller says. "And I earned my paralegal certificate while I was in there. I did nothing but study every day."

"It was college, being in the federal system."

Tiller no doubt noticed that inmates are desperate for legal help. Perhaps he also noticed that the system usually doesn't listen to them when they complain. After he was released in 1999, Tiller set up the Civil Rights Legal Defense Team. That's when he turned to Allen Harris. It was a curious choice.

Six years earlier, Tiller had pegged Harris as a lousy lawyer. When his probation was revoked, Tiller sought Harris' dismissal as his counsel on the grounds that he was involved in criminal activity and had conflicts of interest -- as with his conspiracy claims, Tiller didn't include any details. Harris had also initially represented him in his botched bankruptcy filing, and Tiller in court documents blames Harris for screwing up the case by filing faulty motions. He said the differences between him and Harris were "irreconcilable."

Harris isn't necessarily an awful lawyer. Last year, he won an acquittal for a client accused of assaulting guards at the St. Louis County jail ["Hard Luck, Hard Time," *Riverfront Times*, March 28, 2001]. But Harris' disciplinary record shows that he was less than top-notch. In 1994, he was reprimanded by the

state Supreme Court for not fully informing a client of a settlement offer in a lawsuit and for failing to respond to charges against him, which resulted in his temporary disbarment.

Harris got his law license back after he answered the charges, explaining that he was suffering from depression and other emotional problems that required psychiatric help. The Supreme Court ordered him to submit to monitoring of his practice by the Office of the Chief Disciplinary Counsel for two years and to provide the office with evidence that his mental problems had been solved.

But Harris ignored orders from the Office of the Chief Disciplinary Counsel to provide proof that he had taken required courses in law-practice management. Nor did he submit quarterly reports from his psychiatrist. He finally submitted required records in September 1998, nearly two years late and only after more than a year of making excuses. The Office of the Chief Disciplinary Counsel formally admonished him for noncompliance. "Only through constant prodding by this office did you complete the conditions," wrote [John E. Howe](#), chief disciplinary counsel, in the letter of admonishment.

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### Serial Tiller

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Like Tiller, Harris was slow to pay creditors, according to court files in St. Louis city and county, which show he has been sued at least a half-dozen times for not paying debts ranging from rent to bills for law books.

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

• Roy Tompkins

Unlike Tiller, Harris makes no excuses.

Harris says the same psychiatric problems that led to his 1994 reprimand also led to his disbarment two months ago. The Civil Rights Legal Defense Team was launched with good intentions, he says, but he admits that he failed to supervise the operation.

"I was in charge of them and I was, quite honestly, in my own little world at that time," he says. "I was just not doing what I should have been doing in keeping a good supervision."

Candid, perhaps.

But cold comfort to clients of the Civil Rights Legal Defense Team.

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Those who know him say Tiller can be very persuasive. He certainly was in the early days of the Civil Rights Legal Defense Team, which couldn't do legal work without a lawyer's name on the shingle.

"I mean, he would call me on an almost daily basis," Harris says. "I kept saying, 'No, no, no.' And finally I said, 'OK, let's give it a shot.' That was bad judgment on my part, extremely bad judgment. I honestly thought he was trying to make a change for the better."

Under Missouri law, lawyers are responsible for their paralegals. Harris says he went into business with Tiller trusting that he'd be able to handle most of the work. Indeed, Harris did not even maintain an office at the business. "He could run it, and I could rely on his doing it; I could supervise him in what he was doing," Harris says.

"The idea behind the Civil Rights Legal Defense Team is actually a pretty good idea," Harris continues. "The thing is, it just didn't work. His [Tiller's] idea was basically to have laymen who could do legal work a lot cheaper and use the paralegals. He happened to be a friend of mine. Basically I was doing a favor for a friend when I told him I'll do what has to be done to get us legal, [but] you've got to promise me certain things that didn't happen the way I envisioned them happening."

What kinds of things did he make Tiller promise?

"That he'd run this cleanly," Harris answers.

With Harris on board, Tiller bought newspaper advertisements -- on credit, of course -- and set up at least three Web sites touting the Civil Rights Legal Defense Team. He also got a blurb on [findlaw.com](http://findlaw.com), which still lists Harris as a lawyer, even though he's been disbarred. From the beginning, Tiller targeted inmates

and their families, promising top-quality legal work at bargain prices. Among the firm's specialties were habeas corpus writs, the equivalent of a Hail Mary pass for an inmate who's exhausted other legal appeals.

It all sounded good to folks like J. Downing ("No first name, just J.," she says) of Richland, Missouri, whose son Denzel is serving time for sodomy and child molestation. She insists that Denzel is innocent, and she hired the Civil Rights Legal Defense Team to prove it in court. Downing also wanted Tiller's outfit to sue the Missouri Department of Corrections on the grounds that doctors were denying psychotropic medication to her son.

After spotting a listing on [findlaw.com](#), she e-mailed the firm in July 2000 and received a quote of \$3,500. That was too much. "Then John Tiller called me," Downing says. "He lowered the price to where I could handle it." So Downing sent \$2,500 to the Civil Rights Legal Defense Team. "They kept telling me they were going to do this, they were going to do that," she recalls.

Downing says she called the Civil Rights Legal Defense Team to confirm she had sent them a document and was told that her money only covered a habeas corpus writ, not a medical-malpractice suit. "I contacted John Tiller about it, and he agreed that I had the right idea, that it was to cover both," says Downing, who has receipts marked "balance paid in full" and noting the case as "criminal/medical." "He said he'd get back to me. He didn't. And from then on, I couldn't get an answer on the telephone. They just quit."

Downing wasn't alone.

According to the Office of the Chief Disciplinary Counsel, eighteen other clients hired the Civil Rights Legal Defense Team and received nothing for their money. In six other cases, clients represented by Harris, who had a practice outside the Civil Rights Legal Defense Team, received no services. All told, the Civil Rights Legal Defense Team's victims lost at least \$44,300, the state found.

The losses are likely greater. Five people not named by the state tell the *Riverfront Times* they paid between \$2,000 and \$6,000 to the Civil Rights Legal Defense Team and received little or nothing for their money. Several live outside Missouri, which may hurt their chances of recouping losses.

The state bar association has a compensation fund for people who've been scammed by lawyers, but it can take up to a year to collect. Any loss over \$1,000 is repaid at the rate of 80 percent, and if there's not enough money in the fund, compensation is reduced. Furthermore, the fund is reserved for victims who had legal work performed within state boundaries.

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## Serial Tiller

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"It's not automatic," says [Chris Janku](#), director of programs at the bar association. "I don't want people to get false hopes."

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

• [Roy Tompkins](#)

[Alan Mills](#), an attorney with the Uptown People's Law Center in Chicago, says the Civil Rights Legal Defense Team is "a blatant rip-off."

"We have gotten numerous complaints from prisoners throughout the state of Illinois whose families have paid the firm up to \$5,000 and gotten nothing in return," says Mills, whose nonprofit organization specializes in helping inmates. He's says he's talked to several victims not named by the Office of the Chief Disciplinary Counsel. One is [Theresa Worthen](#).

Worthen says she drove to St. Louis from Indiana, a six-hour trip, to confirm that the Civil Rights Legal Team was legit. It was a Sunday, and Piper Jesse, an employee, met her at the team's offices on Old Ballas Road. Before she paid, Worthen also called the Missouri Bar Association, which confirmed that Harris was a lawyer in good standing.

That was more than one year and \$5,000 ago. To date, the Civil Rights Legal Defense Team -- which was supposed to prepare a habeas corpus petition for Worthen's boyfriend, [William Hart](#) -- hasn't filed

anything in a court of law. Even with no legal help, Worthen's boyfriend is due for release from an Indiana prison in less than four months. The chances that a judge would rule on a habeas petition before Hart's prison term expires are zero, Mills says.

"If you're lucky, it would take six months," he says. "It could take a couple years."

"They took our life savings," Worthen says. "In November, I started bugging them again to see where it was at. They gave me a target date of December 3. That date came and went. Nothing ever happened. About April, John Tiller called me and said he was really fired up about the case. They wanted to file it within a week, but, of course, they needed \$2,500 more to go anywhere."

Wary, Worthen says she told Tiller she could only come up with half the money. Tiller told Worthen that he needed the additional cash for travel expenses to visit Worthen's boyfriend in prison. "So I gave them \$1,500," she says. "Before I sent them the rest of the money, I wanted to see the petition they were working on. They faxed it to me on April 16. I paid them the rest of the money -- it was a good petition, as far as my un-law eye thought. All they needed to do at that point was get it to the prison to get a signature."

It took the Civil Rights Legal Defense Team until late June to get the papers in the mail. Worthen says she called Tiller almost daily, begging him to get the petition to her boyfriend. She got nothing but lies, excuses and promises.

"I've been fighting with these people for two months to get it to the prison to get a signature," Worthen says. "They tell me they've mailed it, but it got lost in the mail. They overnighted it. I asked for a proof of delivery -- 'Oh, my secretary forgot to mail it.' They've just been giving me the total runaround. They told me they sent it out probably six times."

Linda Wilson, who lives in Virginia, says she sent the Civil Rights Legal Defense Team \$6,000 in the fall of 2000. It took her seven months to raise the money. She had never heard the words "habeas corpus" before speaking with Tiller and Jesse, but they assured her that a habeas writ was her son's ticket out of jail. At no point, she says, did she or her son speak with Harris or any other lawyer affiliated with the Civil Rights Legal Defense Team.

By the spring of 2001, Wilson realized she'd been had. She complained to the Office of the Chief Disciplinary Counsel. It's not clear why the state office didn't name her son as one of the firm's victims in the public record, but after Wilson complained, she was contacted by the state attorney general's office, even though she hadn't called them.

A year ago, Wilson demanded a refund. No way, said Tiller. "We have no intentions of refunding anything," he wrote in an e-mail sent four hours after receiving Wilson's demand. "We will do what we said we would do if you want it filed, we were close to completion at the time of your complaint."

Tiller has changed his tune.

In a letter to Wilson sent two weeks ago, Tiller apologized and begged for another shot. "It is never too late to help and please, give us this chance," he wrote.

In fact, it is too late.

Wilson's son is now on work release and will be put on probation next month. "What you didn't do was enough to last me a lifetime," Wilson shot back in a letter to Tiller. "Sorry, Mr. Tiller, but I wouldn't trust you or the CRLDT to feed my dog."

Even when the Civil Rights Legal Defense Team did file paperwork, it was hardly the work of [Perry Mason](#).

[Jacqueline Sincoff](#) of St. Louis says she and two friends gave the Civil Rights Legal Defense Team \$1,000 to file a parole request for [Dwayne Duckett](#), a Missouri inmate serving 80 years for burglary, attempted rape, robbery and armed criminal action.

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## Serial Tiller

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The first draft contained several factual errors, including misspelling Duckett's name and naming the wrong prison where he is incarcerated. The second draft, twelve pages long, was filled with grammatical mistakes and was as much a diatribe against the evils of prison as a reasoned plea for mercy:

• Roy Tompkins

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

"Being confined in the institution, which offers nothing but subjugation, degradation and humiliation will not solve the problems that confront our Society today," Harris wrote. "It is the undersigned's firm belief that this will only serve to further the ingrain [sic] hatred within the heart of the prison inmate; for both Society and the system, which detains him."

Although Sincoff and her two friends suspected the petition had been patched together from existing documents, they had little choice but to file it. By the time the Civil Rights Legal Defense Team fixed the most serious mistakes, a parole-board deadline had arrived. Tiller refused to ship the papers unless the friends forked over another \$385. That appears to be common practice, according to several victims, who say they were hit up for more money even though they'd gotten nothing for what they'd already paid.

Among other things, Tiller demanded \$200 for a "processing fee" on the day the petition was due, plus \$14 per parole-board member so the petition could be shipped to them overnight, says [Roger Lord](#), one of Sincoff's friends. "Of course, they were supposed to have done it a long time before so there wouldn't be an [Airborne Express](#)," Lord says, "and the processing fee was complete bullshit."

Having promised Duckett that a petition would be filed, Lord paid Tiller in cash. The parole board subsequently rejected the plea, and Sincoff sued Harris in St. Louis County, winning a default judgment when he didn't appear. The problem now is figuring out how to collect.

Court records show that Harris has been sued at least twenty-one times in St. Louis and St. Louis County for not paying debts. Tiller and his various companies, including the Civil Rights Legal Defense Team, have been sued more than 100 times in the city and county over unpaid debt. Tiller's tally includes 33 lawsuits filed against him and the team since his release from prison in 1999. The largest creditor is [Networkz Consulting Group](#), which won a \$26,000 default judgment in April.

[Marvin Gelber](#), the Civil Rights Legal Defense Team's landlord until this spring, says Tiller impressed him when he came shopping for office space on Old Ballas Road.

Always dressed in suits. Drove a late-model [Jeep Cherokee](#). Polite. Well-spoken. Looked and sounded professional. And so Gelber leased him the office, requiring that Tiller personally guarantee the rent.

"I made a helluva mistake," Gelber says. "He conned me. He was a very smooth guy. I saw him maybe once a week. He'd only come in at night, I think. He is a good one, I tell you. A fast talker. Smart."

There was a steady stream of traffic, usually shabbily dressed people driving older cars, recalls [Sheila Weaver](#), Gelber's office manager. At first, Tiller was eager to chat, typically about troubles he was having with his girlfriend or ex-wife.

"He just talked like, 'Poor me, poor little old me,'" Weaver remembers. "I started feeling sorry for him. Then they stopped paying rent."

There were other signs of trouble. Weaver says employees told her they weren't getting paid -- at least one quit and applied at an employment agency in the same building. Then there was the day a truck showed up and took away stereo equipment. Gelber says a car wash across the street rejected Tiller's credit card. Clouds of cigar and cigarette smoke wafted from the team's offices.

"We had to tell them not to smoke in there," Gelber says. "Everybody complained -- the whole building. We had to fumigate the place when they left."

The rent checks stopped coming after the first two or three months, says Gelber, who sued Tiller and won a \$7,250 judgment. "I don't think we're ever going to see anything," Gelber says. "He sure suede-shoed us."

Behind the scenes, the office was in chaos, says Piper Jesse, the employee who left the Civil Rights Legal Defense Team in December.

"It was a nightmare," says Jesse, who was hired by Tiller after she answered a help-wanted ad in a newspaper. "We always received our paychecks. There were many times that they bounced."

Although she had no legal experience, Jesse held the title of senior investigative analyst. She says a large part of her job consisted of making excuses for Tiller, who cared little when clients called asking about their cases.

"This is his exact words: 'Fuck 'em,'" Jesse says. "'You tell this person or that person I'm out of town. You tell this person I'm busy. You tell this person or that person I'm working on a case. You tell this person or that person this or that.' He was dodging clients all the time. I dealt with clients from every state in the United States. It was my responsibility, as well as the other co-workers at Civil Rights Legal Defense Team, to cover his fat, funky ass."

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## Serial Tiller

### Continued from page 9

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Jesse denies doing anything wrong, opting for the good-German defense.

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

"I'm an innocent victim in this," she insists. "I was an employee. I applied for a job and got hired. I did my job. I did what I was supposed to do."

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When Tiller stole from banks, he was arrested and put in prison. When he stole from a farmer and business owners, he was sent back to the penitentiary.

But nothing has happened to Tiller since the Office of the Chief Disciplinary Counsel concluded that he lied to inmates and their loved ones, convincing them to hand over thousands of dollars for legal services they never received.

The Civil Rights Legal Defense Team's Web site is still up, still luring clients to the strains of "What a Wonderful World," an electronic version that plays over and over and over again while the bait jumps from the screen. "Missouri Probation and Parole Has Been Accused of Tainting Urine Samples." "Alert! Alert! Mississippi Has Major Problems With Prisons And Parole Considerations, Call 1-877-PAROLE1 Immediately For Assistance!!!" "Kansas Probation Officer Accused of Tainting Urine Samples." "If you think your urine sample has been tainted, call our office immediately." "Click Here for an Immediate Response." Anyone interested will have to use e-mail, because all the telephone numbers have been disconnected and the office address has changed.

Tiller claims he spoke with Harris about cases by cell phone at least twenty times a day, but that's not what the Office of the Chief Disciplinary Counsel found. The bulk of the Civil Rights Legal Defense Team's work was done by Jesse and Tiller, "a non-lawyer who provided legal advice and services for a fee," according to charging papers from the state office. Tiller and Jesse, the state says, evaluated cases, established fees and described their analysis and strategies to clients; Harris had "essentially no contact with clients ... and performed virtually no services on their behalf."

All lies, says Tiller, especially the part about his providing legal advice.

"I have not given legal advice," Tiller insists. "Definitely not. I'm going to address this, and they're going to amend this or I'm going to sue -- and I mean that."

Law enforcement has played hot potato with Tiller since the Office of the Chief Disciplinary Counsel launched its investigation in the spring of last year.

[Carl Schaeperkoetter](#), staff counsel for the Office of the Chief Disciplinary Counsel, says he can't discuss anything that's not in the public record. "We have some authority to seek injunctive relief against people who are practicing law without a license," he says. "However, we have no authority to seek monetary damages, restitution or criminal penalties against somebody. If the situation presents itself, we usually will defer to any of the entities investigating somebody who does have that authority."

Schaepkoetter won't say whether his office has called in prosecutors, but [Pat Kiernan](#), head of the St. Louis circuit attorney's fraud unit, confirms that he recently started building a case for the grand jury after receiving a call from the state office. It will be at least two months before any results, Kiernan says.

Jesse says she was questioned in April by Doug Bowland, an agent with the postal inspector's office. Bowland, she says, wasn't planning to charge her. "If anything, he was going to use me as a witness against John Tiller," she says. A call to Bowland was returned by spokesman [Jerry Post](#), who says the case has been turned over to the circuit attorney. Post can't explain why but says that Bowland has not ruled out reopening his investigation. Post can't answer any questions about Tiller. "To be honest, I don't even know who John Tiller is," he says.

Downing says she started filing complaints against the Civil Rights Legal Defense Team in January 2001. She ticks down the list: postal inspectors, [findlaw.com](#), the [Laclede County Sheriff's Department](#), the state attorney general's office, the [Better Business Bureau](#), even the [FBI](#). No one helped. "I got told by the sheriff, when I complained about this, that it wasn't enough money to be bothered with," Downing says. "As far as I'm concerned, government law enforcement is a joke."

Downing's complaint to the attorney general went to the consumer-protection division. In a response to Downing, dated February 14, 2001, complaint investigator [Margie E. LaMarre](#) wrote that her division didn't have primary jurisdiction. That prompted Downing to write an angry letter to [Jay Nixon](#), who is supposed to protect Missouri residents from rip-off artists.

"If the attorney general's office does not have jurisdiction over fraud, can you tell me who does?" Downing wrote. "After all, fraud is fraud, no matter the perpetrator." On August 30 of last year, Downing received another letter from LaMarre, who said the investigation into her complaint had been reopened. And that's about all the attorney general will say.

Investigators in the consumer-protection division referred questions about the case to Nixon's spokeswoman [Mary Still](#). "It's under investigation," Still says. She refuses to

elaborate and declines to say how long this probe, now nearly a year old, might take. Still suggests that anyone in the market for a Missouri lawyer check out prospective attorneys with the bar association. Told that at least one victim had called the bar association before hiring the Civil Rights Legal Defense Team, Still says she has no further advice.

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## Serial Tiller

### [Continued from page 10](#)

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A single telephone call might have made a difference. Through all of this, no one contacted [Joseph Botz](#), Tiller's parole officer.

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything."

• [Roy Tompkins](#)

"Oh boy," Botz exclaims as he's told about the litany of lawsuits and investigations by the circuit attorney, the [Office of the Chief Disciplinary Counsel](#) and [U.S.](#) postal inspectors. "Geez," he says at one point. The situation is definitely cause for concern, he adds.

"I just never knew about it," Botz says. "It sounds like you're telling me a lot more than I can tell you."

Botz says he'll talk with his supervisor as soon as he gets off the phone. Within a week, the corrections department upgrades Tiller's parole status from minimum supervision to regular supervision so that he will be watched more closely. In addition, parole officers will investigate Tiller to determine whether he should be returned to prison, standard procedure whenever a parolee moves from minimum to regular supervision.

Corrections spokesman [Tim Kniest](#) says Tiller could remain free because he hasn't been arrested or convicted of a new crime, but his parole could be revoked if he hasn't been truthful about his employment or where he's living.

At the most, Tiller would remain behind bars until April 3, 2003, when his sentence expires.

Inmates aren't the only ones at risk so long as Tiller is free.

[Lisa McMurtry](#), a friend to Tiller's son Tommy, says she gave Tiller \$13,500 after he told her he'd help her and two friends set up an investigation agency. "[He said] 'I'm telling you it's a moneymaker' and this and this and that," McMurtry says. Then Tiller convinced her to give him another \$5,000 to prevent Tommy's car from being repossessed but told her not to tell his son about it.

The finance company took the car, and Tiller hasn't made good on promises to return her money by July 9.

"Now that it's coming time for him to pay the money back, he's come up with so many lies and so many different stories," she says. "He basically took all three of us for the fool."

Tiller dismisses McMurtry's story.

"That was a personal loan," he says.

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Since Harris' license was suspended in September, [Sarah Cato](#) has been the lawyer at the Civil Rights Legal Defense Team.

Tiller says his boss is a good lawyer but that she has her flaws.

"Miss Cato, she doesn't like going after other attorneys," Tiller says. "She has on [some] issues, but there's been several cases where other attorneys have actually blatantly screwed somebody. I've argued with her about it and she would not do something."

An odd statement, given that a good portion of the Civil Rights Legal Defense Team's clients claim they were convicted as a result of ineffective counsel.

Cato sees herself as a cross between a janitor and a fireman.

"I'm making an effort to try to clean up the mess for the clients," she says. "We are working diligently every day to try to address the new cases, as well as try to catch up on the work that was to be done."

Really, Cato says, the mess isn't as ugly as it may seem. It's as much a failure to communicate as anything else, she insists, regardless of the Office of the Chief Disciplinary Counsel's conclusions.

"Good communication was not had in a lot of these files," she says. "It's not that the work was not done -- the work was done, and it was not relayed to the appropriate parties as to what was done. People don't understand, also, that because you send money to a law firm and there's not a lawsuit that is immediately filed, that is not an indicator that there was not work done."

Yes, the Civil Rights Legal Defense Team sometimes demands more money before it files anything in court, Cato says, but that's because it takes so much time to review cases, Cato says. "You have to do that ... review before you can give somebody an intelligent answer," she explains. "Nobody can work for free."

Cato says clients sign retainer agreements that make it clear their money won't necessarily result in anything being filed in court, but she stops short of saying that happens in all cases. "I try to make it a practice to do that," she says.

Several people who say they were scammed say that's not what happened in their cases. And that's not what Mills has heard. "Everybody I've talked to in this situation was under the distinct impression that that by paying this money, they were in fact going to get some results, not just get an evaluation," he says.

Cato, who formerly worked in the St. Louis city counselor's office handling nuisance-property cases, is cagey about who hired her. She says she answered a newspaper advertisement.

"Actually I was hired by the Civil Rights Legal Defense Team," she says. "I was hired by the corporation." Who, exactly, conducted the job interview? "Well, I spoke with a couple of different people, and eventually I took over the stock," she says.

As the current owner of the Civil Rights Legal Defense Team, Cato says she's in charge, but she's not eager to take responsibility for judgments against the company. "I'm not going to encourage anybody," she says. "Whoever it is needs to talk to their attorney and figure that out."

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# Serial Tiller

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Tiller continues to play a leading role in the firm.

It was during his time in Leavenworth that John Tiller says he realized inmates needed legal help: "I saw people beaten, I saw people abused, I saw people set up, I saw everything." • Roy Tompkins

[Don Murphy](#), a recent law-school graduate with a title of senior legal assistant, says Tiller sat in on his job interview when he was hired by Cato in October. "He sat there and asked me a couple of questions," Murphy says. "What input he had on the decision, I don't know."

Murphy, who is studying for the state bar exam, says the Civil Rights Legal Defense Team is making progress under Cato.

"There are a lot of things that are still wrong with that place, but ... it's important to know what she has done to clean that place up," Murphy says. "For the first time since I've been there, the clients that are coming in now are getting immediate legal help. The work being put out is better than it's ever been."

Murphy also says he's feeling more secure about his paychecks. "There have been some issues, especially in the past, where I was told to either hold off on cashing a paycheck or cash it immediately," he says. "It's not something I worry about anymore."

Except for Tiller, the four-member staff has changed since Cato arrived. Cato says Tiller is still on board "because he does his job."

"If he wasn't, he wouldn't be here," she says.

Cato says she knew Tiller had a criminal history but admits she didn't know its extent. "I'm going to assume that you'll tell me," she says. Told the number of convictions, she asks

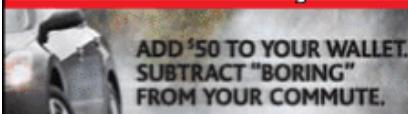
whether they all stemmed from the same case. She won't say whether she knew Tiller is on parole.

"I don't want to go into that whole line of things, but let me say this: Part of our practice is working to try to get parole for people," she says. "I think that people who are on parole shouldn't necessarily be stigmatized because they're on parole."

Does she trust Tiller?

"Well, that's a helluva question, isn't it?" she says.

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## Teflon Tiller

### As the circle closes around him, John Tiller scrambles

By Bruce Rushton

published: October 30, 2002

For residents of the neighborhood just north of the Edward Jones Dome, Salama's Market is the closest place to pick up a gallon of milk, a loaf of bread or a box of cereal. It's also a popular place to cash a check -- think of it as an inner-city bank for people without bank accounts. Salama's isn't the sort of place one expects to find a white-collar guy cashing thousands of dollars in checks written on the account of the law firm where he works. But John Gary Tiller, a paralegal and resident of Clayton, isn't your ordinary white-collar worker.

John Tiller

John Tiller

St. Louis police say Tiller cashed \$51,000 worth of checks at Salama's in 2000 and 2001. More recently, Sam Salama says, Tiller showed up one day in March with three cashier's checks worth a total of \$50,000.

Salama says his brother, who is out of town and unavailable for comment, accepted the checks after the issuing bank told him that they were legitimate. But the bank later refused to honor them, he says, leaving Salama's with a \$50,000 hole in its accounts. "They denied to pay us the checks," says Salama, who doesn't blame Tiller so much as the bank.

Salama's is a curious choice for someone with cashier's checks, which are treated almost as if they were cash. Most banks will accept them with little or no service charge, regardless of whether the check holder has an account.

Tiller, a target of an ongoing criminal investigation, twice declined to talk to a reporter and, in an e-mail sent late Monday to the *Riverfront Times*, accused the reporter of trying to intimidate him by asking about his activities. Tiller's attorney, Charles W. Gray, says he doesn't know anything about the cashier's checks Tiller cashed last spring. As for checks cashed at Salama's in previous years, Gray says, Tiller had a reason for using the tiny grocery, but he declines to elaborate on the record.

St. Louis police are taking a hard look at how Tiller handled money from accounts in the name of the Civil Rights Legal Defense Team, a law firm he helped set up after his release from prison in 1999. Dozens of clients have accused Tiller and the firm of taking their money and doing no work. Those allegations were first outlined in a *Riverfront Times* story that chronicled Tiller's career as a convict-turned-paralegal [Bruce Rushton, "[Serial Tiller](#)," July 24]. Less than a month after the story appeared, St. Louis police served a search warrant at Tiller's apartment in Clayton.

Gray says most everything police are saying about his client isn't true. The cops said plenty in a fourteen-page affidavit used to obtain the search warrant, which allowed them to seize computers, paper files, telephone records, checkbooks and other documents from Tiller's apartment on August 21. But the gist can be stated in a single sentence.




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"The Civil Rights Legal Defense Team is the latest in a long line of fraudulent businesses created by Mr. Tiller to steal money," wrote Detective Ronald Sheppard in the search-warrant affidavit.

The Civil Rights Legal Defense Team promised to help inmates gain their freedom. But inmates and their families received little or nothing in the way of legal services after Tiller and others convinced them to pay thousands of dollars in retainer fees. On the basis of complaints received by the Missouri attorney general and the state Office of Chief Disciplinary Counsel, Sheppard says, he believes there are more than 60 victims from across the nation, with total losses reaching into six figures.

In his affidavit, Sheppard says nearly \$1 million moved through Civil Rights Legal Defense Team bank accounts in the space of three years. Much of the money went to Tiller, who cashed about \$200,000 worth of checks payable to himself during the first six months of 2001, according to the affidavit. During that same period, the Civil Rights Legal Defense Team spent \$1,919 on expenses directly related to clients, including \$500 that was refunded to one client, Sheppard writes.

In 2000, the Civil Rights Legal Defense Team spent a little over \$2,000 on client expenses. That same year, Tiller cashed checks to himself totaling more than \$89,000, according to the affidavit.

Gray says his client hasn't done anything wrong: "I'm ready to admit that the accounting procedures at this firm suck. Just because you happen to see a payment going to Mr. Tiller doesn't necessarily mean that money went into his pocket."

Bottom line, Gray claims, Civil Rights Legal Defense Team attorney Allen Harris, who was suspended from practice in September 2001 and disbarred in May, and Harris' successor, Sarah Cato, are responsible for whatever happened.

The victims all tell essentially the same story. After sending money to the Civil Rights Legal Defense Team, they received plenty of promises but no services. The typical client lost about \$3,000. Some lost much more.

Pam Lyons of Cocoa Beach, Florida, says she sent \$19,375 to St. Louis early this year after Tiller told her that the attorney for her brother Antonino Lyons was screwing up and that the Civil Rights Legal Defense Team could help. At one point, she says, Tiller called a bank directly in an attempt to get money from her brother's legal-defense fund. "He constantly kept harassing me -- 'We need more money, or the federal government's going to hang your brother. We really need money in order to fight this case,'" Lyons says. "He kept asking us for more and more and more. Each time he called, he was just getting more aggressive and more demanding."

Tiller, in an e-mail, says, "I did nothing wrong with that client." He says his investigative work "led that client to a new trial."

Greg Eisenmenger, lawyer for Antonino Lyons, says he's never heard of Tiller -- and that the Civil Rights Legal Defense Team did "zero" to help his client. Pam Lyons agrees. Her brother's been demanding a refund since April. In July, he filed a complaint with the Office of Chief Disciplinary Counsel.

Sheppard says Cato has cooperated with police and isn't a suspect, although he can't rule out the possibility of her becoming one.

Cato says she won't discuss the Lyons case or any others, citing attorney-client privilege. Clients say she doesn't return phone calls. Nathan Lumbard of Howe, Indiana, says he spent two days in St. Louis earlier this month trying to track Cato down but the Civil Rights Legal Defense Team office in the Locust Building was always locked and dark. He says he gave \$11,500 to the Civil Rights Legal Defense Team in December to file a police-brutality suit but that no papers were filed. He adds that an attorney in Indiana recently told him that the deadline for filing a lawsuit has passed.

In his affidavit, Sheppard says Cato told him she suspects Tiller was stealing money by writing payroll checks to girlfriends. Cato tells the *RFT* she fired Tiller in July. She also says the Civil Rights Legal Defense Team no longer has any employees. "We are in bad financial straits and getting ready to try to do something to resolve it," she says.

The Civil Rights Legal Defense Team's phone number has been changed, and Cato won't provide a working one. Callers who dial the old number get an electronic message directing them to a different number. When they call that number, Tiller answers. He's launched a company called the Paralegal Group, say Cato and Gray. The firm provides paralegal services and also acts as an attorney-referral service, according to the company's Web site.

Tiller, who refers questions to Gray, has sued the *RFT* for libel, acting as his own lawyer. In an e-mail sent to the paper, Tiller says, "I am going to do everything legally I can do to show him [Bruce Rushton] and the public that John Tiller was out to help people, not hurt them."

Steve Suskin, legal counsel for New Times, owner of the *RFT*, says, "The Riverfront Times expects this lawsuit to be dismissed."

Among other things, Tiller, who has 27 felony convictions, mostly for fraud, is angry that the paper contacted his parole officer. As a result, the Missouri Department of Corrections has stepped up his supervision, occasionally sending a parole officer to his home and requiring that he visit his parole officer at least once a week.

Rocky Gitlin, an administrator for the Missouri Department of Corrections, says parole officers haven't pursued parole revocation because prosecutors haven't filed charges. The Office of Chief Disciplinary Counsel started getting complaints about Tiller and the Civil Rights Legal Defense Team more than two years ago. "Sometimes it makes no sense to me how slow the justice system is or what they're waiting for," Gitlin says.

Sheppard says he needs to bolster what victims are saying with canceled checks, e-mails and other documents, and that takes time. He inherited the case from the attorney general's office and U.S. postal inspectors, who interviewed former Civil Rights Legal Defense Team employees and obtained the firm's bank records, then called the circuit attorney's office.

"I'm going to try to think about this in terms of trying to be as diplomatic as I can be, in terms of passing the buck," Sheppard says. He estimates he's spent two weeks looking into the matter. "There's one particular attorney there [in the circuit attorney's office] and myself that are pretty much saddled with this caper," Sheppard says. "The Missouri attorney general's office wrote some 39 different individuals referring these people to me. Frankly, I haven't had the opportunity to respond to all these folks. There's a ton of them."

And Tiller feels for them, says his lawyer.

"He feels bad that these clients have been screwed," Gray says. "These people are still getting screwed, and Mr. Tiller's not there."

Monday, July 27, 2009

Jessida Rulo  
Missouri Department of Probation & Parole  
220 S. Jefferson  
St. Louis, Missouri 63103  
314-877-1176

Sent Via: Certified Mail  
Return Receipt Requested  
  
Sent Via: Fax  
314-877-1186

Re: John Tiller

This letter is to inform you of a debt that Mr. John Tiller owes Mr. Richard Kalena, Mr. Kalena has a judgment, and I bring your attention to all attached documentation. One Mr. Tiller has been involved in multiple scams; one of those scams involved a conspiracy between Mr. Tiller and Doctor Alexander Kalk and a sham company called Project change lives, the purpose of this company was going to be to defraud Medicare and insurance companies out of millions of dollars, insurance companies pay a lot for drug treatment as you know. When I found out about this, I put a stop to it. I made doctor Kalk dissolve this company and I paid to have it dissolved. Mr. Tiller is not a drug counselor and does not have the education or experience to treat people with addictions. I bring to your attention a letter from Mr. Tiller to Mr. Kalena, proving that Mr. Tiller ran the show. In light of Mr. Tiller's past, and his expertise in matters of fraud, as well as the fact that people went to prison in the past because of Mr. Tiller. I would expect you to make Mr. Tiller get a legitimate job, not all of these bogus self employment schemes and scams. I would also expect you to order Mr. Tiller to pay Mr. Kalena. Mr. Kalena suffered a great loss by someone other than Mr. Tiller just as I suffered a great loss because of Doctor Alexander Kalk. Mr. Kalena needs the money that Mr. Tiller owes him. I also believe that Doctor Kalk learned how to scam and defraud people from John Tiller. You as the Supervising officer of John Tiller have a responsibility to protect the public and to see that Mr. Tiller is on a short leash. (see all attached Exhibits followed by documentation of Project change Lives, and a letter from Mr. Tiller to Mr. Kalina dated April 13, 2007 that in my opinion acknowledges his involvement. I have a lot more evidence on Mr. Tiller, but I think this proves my point. Mr. Kalina expects to be paid in full, by cashier's check and he expects Mr. Tiller to vacate the Property. Any payments are to be made directly to Mr. Kalina, I am only doing this to try and help him as a friend.

- Exhibit (A) Letter to Mr. Kalina's Company dated March 20, 2008
- Exhibit (A-1) Letter to Mr. Kalina dated March 31, 2008 in reference of a consent Judgment.
- Exhibit (A-2) Consent Judgment
- Exhibit (A-3) Payment Schedule dated 3-16-08
- Exhibit (A-4) Schedule amount due with interest is \$5,835.08
- Exhibit (B) Invoice for money owed after the Judgment
- Exhibit (B-1) Letter to John Tiller wanting him to vacate his property dated 7-23-09

- Exhibit (B-1-2) Continuation of exhibit (B-1)
- Exhibit (B-2) Some payments made by John Tiller
- Exhibit (C) Assignment of Lease where John Tiller took over the lease of Project Change Lives LLC
- Exhibit (C-1) Continuation of Exhibit (C)
- Exhibits (D), (D-1), (D-2) & (D-3) Is the lease of Dr. Alexander Kalk for Project change Lives.

Thank You

Jim

Voice 314.771.9100  
Fax 314.771.6254

*Richard Kalina*

462 N. Taylor Avenue  
Suite 200  
St. Louis, Missouri USA 63108



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MFB, L.L.C.  
462 N. Taylor Ave., Ste. 200  
St. Louis, MO 63108



March 20, 2008

IN RE: STATUS / File # **080263**  
Tenant: **John Tiller CARIBBEAN CALL AND BUSINESS CENTERS, LLC**  
Address: **536 N. Taylor, 1st Floor**

Refer to most recent date

1. File Received: January 25, 2008 5. Judgment: \$0.00 & POSS.. Date: \_\_\_\_\_

2. Suit Filed: February 12, 2008 Cost: \$175.00 6. Eviction Order Filed: \_\_\_\_\_

3. Court Date: 7. Garnishment: \_\_\_\_\_

CASE NO. 08SL-AC01703

4. Trial Setting: March 19, 2008 8. File Closed & Returned: \_\_\_\_\_

EXPLANATIONS: Information provided is forwarded to you as soon as we receive it from the Court. Please refer to your Status before you call our office.

Your appearance on the court date is not necessary. Formal notice by letter from our office will be sent to you if a trial is requested by the defendant. A representative of your firm will be required to be present with records pertaining to the case.

TEN calendar days after the judgment is taken, if the tenant (s) have not vacated or made arrangements with you, we will then need you to call our office to let us know that an eviction order needs to be filed with the Court. The Sheriff will contact you to set up a move-out within 10 to 14 days after the eviction order is filed.

The date our office files the garnishment of wages order with the Court. The garnishment will then be served on the employer by the Sheriff. The court assigns a "return date" on this garnishment and orders the employer to pay in all monies withheld to the Court on this date. Garnishments run for 90 days and will have to be refiled if the judgment amount is not satisfied within this 90 day period. **A GARNISHMENT WILL BE FILED ONLY AT YOUR DIRECTION**, with our firm retaining 1/3 as our fee.

Files are closed for a number of reasons. One being you no longer wish to pursue the matter and would like us to close. If this is not the case and we are more or less at a standstill; i.e., skip-tracing for employment, etc., we will then close the file until we have something further to go on and then reactivate the file.

#### REMARKS

Ron Robinson  
[rdr@awwstl.com](mailto:rdr@awwstl.com)

March 31, 2008



Mr. Rick Kalina  
MFB, L.L.C.  
462 N. Taylor Ave., Ste. 200  
St. Louis, Missouri 63108

RE: OUR CLIENT: MFB, L.L.C.  
OUR FILE NUMBER: 080263  
DEBTOR: John Tiller AND Caribbean Call and Business Centers, LLC

Dear Mr. Kalina:

Enclosed please find a copy of the Consent Judgment entered on March 19<sup>th</sup> in the above entitled matter. As you can see the Consent Judgment is for money damages and possession of the premises.

It is my understanding the Defendant will be making payments directly to you. Please contact us if the Defendant should default on payments, and we can proceed with enforcing the Consent Judgment for both money damages and possession of the premises.

Please call me if you have any questions, I remain,

Very truly yours,

Ronald D. Robinson

RDR/lmr  
Enclosure

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI

MFB, L.L.C.

PLAINTIFF

vs.

John Tiller

Caribbean Call and Business Centers, LLC

DEFENDANT

Cause No. 08SL-AC01703

Division No. 2728

**FILED**  
 MAR 19 2008

 MARIANO V. FAVAZZA  
 CIRCUIT CLERK  
 BY DEPUTY CLERK
CONSENT JUDGMENT

Cause called. Defendant hereby waives service of process and submits themselves to the jurisdiction of the Court. Plaintiff appears by and through attorneys of record and Defendant appears in person. Cause heard and submitted. By consent, finding in favor of Plaintiff and against Defendant for the sum as follows:

Principal 2,250.00 Utilities \$1199.51 Misc expenses 7,873.82 Atty Fees \$300.00

TOTAL **\$11,623.33** and court costs.

Wherefore, it is adjudged that Plaintiff have and recover of Defendant the sum of \$11,623.33, together with interest after judgment at the rate of 9% per year and for costs of court herein expended. Further it is adjudged that the plaintiff(s) have and recover from the defendant(s) as follows:

Possession of the premises at **536 N. Taylor, 1st Floor, Saint Louis MO 63108.**

Execution stayed upon the timely payment by Defendant to Plaintiff of \$600.00 on or before March 14<sup>th</sup>, 2008, and payments of \$600.00 payable every 21 days thereafter till the judgment amount together with interest and court costs is paid in full.

John Tiller

Subscribed and sworn to before me this 14<sup>th</sup> day of March, 2008

Notary Public

My Commission Expires: 11/11/10

MARK A. SAIER	Ameling, Wulff, Willenbrock & Pankowski, P.C.
Notary Public-Notary Seal	
State of Missouri, St. Louis City	
Commission #06392788	
My Commission Expires Nov. 11, 2010	

BY:   
 Wally J. Pankowski #25805  
 Attorney for Plaintiff  
 705 Olive St. 11th Fl.  
 St. Louis, MO 63101  
 (314) 436-6757  
 File No. 080263  
 536-1

SO ORDERED:

JUDGE

tiller

Compound Period ..... : Annual

Nominal Annual Rate .... : 9.000 %

PLAINTIFF'S  
EXHIBIT

A-3

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1	Loan	03/16/2008	11,623.33	1	
2	Payment	03/16/2008	600.00	1	
3	Payment	04/04/2008	600.00	1	
4	Payment	04/25/2008	600.00	1	
5	Payment	05/16/2008	600.00	1	
6	Payment	06/06/2008	600.00	1	
7	Payment	06/27/2008	600.00	1	
8	Payment	07/18/2008	600.00	1	
9	Payment	08/08/2008	600.00	1	
10	Payment	08/29/2008	600.00	1	
11	Payment	09/19/2008	600.00	1	
12	Payment	10/10/2008	600.00	1	
13	Payment	10/31/2008	600.00	1	
14	Payment	11/21/2008	600.00	1	
15	Payment	12/12/2008	600.00	1	
16	Payment	01/02/2009	600.00	1	
17	Payment	01/23/2009	600.00	1	
18	Payment	02/13/2009	600.00	1	
19	Payment	03/06/2009	600.00	1	
20	Payment	04/17/2009	600.00	1	
21	Payment	05/17/2009	600.00	1	
22	Payment	06/17/2009	219.15	1	

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/16/2008				11,623.33
1	03/16/2008	600.00	0.00	600.00	11,023.33
2	04/04/2008	600.00	51.64	548.36	10,474.97
3	04/25/2008	600.00	54.24	545.76	9,929.21
4	05/16/2008	600.00	51.41	548.59	9,380.62
5	06/06/2008	600.00	48.57	551.43	8,829.19
6	06/27/2008	600.00	45.72	554.28	8,274.91
7	07/18/2008	600.00	42.85	557.15	7,717.76
8	08/08/2008	600.00	39.96	560.04	7,157.72
9	08/29/2008	600.00	37.06	562.94	6,594.78
10	09/19/2008	600.00	34.15	565.85	6,028.93
11	10/10/2008	600.00	31.22	568.78	5,460.15
12	10/31/2008	600.00	28.27	571.73	4,888.42
13	11/21/2008	600.00	25.31	574.69	4,313.73
14	12/12/2008	600.00	22.34	577.66	3,736.07
2008 Totals		8,400.00	512.74	7,887.26	

Tiller

Compound Period ..... : Monthly

Nominal Annual Rate .... : 9.000 %



## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/31/2008	5,460.15		1	
2 Payment	07/27/2009	5,835.08		1	

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/31/2008				5,460.15
2008 Totals	0.00	0.00	0.00	
1 07/27/2009	5,835.08	374.93	5,460.15	0.00
2009 Totals	5,835.08	374.93	5,460.15	
Grand Totals	5,835.08	374.93	5,460.15	



The Pleasant Town Company  
462 North Taylor Ave  
Suite 200  
St. Louis, MO 63108



## Invoice

Date	Invoice #
6/24/2009	09-1156

## Bill To

Caribbean Call Center LLC  
Attn: John Tiller  
536 N. Taylor Ave.  
St. Louis, MO 63108

INVOICES ARE FOR  
THE FOLLOWING  
MONTH'S RENT AND  
ARE DUE UPON  
RECEIPT

Terms	Due Date
Due on receipt	6/24/2009

Description	Amount
Monthly Rent 536 North Taylor JULY Electric @ 50% of \$ 393.14 Gas @ 50% of \$ 53.75 Sewer @ 25% of \$ 41.18 Prior Balance Water - None	196.58 <del>196.58</del> 0.00 26.87 <del>26.87</del> 0.00 10.50 <del>10.50</del> 0.00 <b>281.40</b>

We appreciate your prompt payment.

Total **1366.91** \$0.00Balance Due **1566.91** \$0.00

The Pleasant Town Company  
Mer Farcockter Binyens  
462 N Taylor Suites 200  
Saint Louis, Missouri 63108

July 23, 2009

John Tiller et al  
536 N Taylor Ave 1<sup>st</sup> Floor  
St Louis Mo 63108



Dear Mr. Tiller,

**YOU ARE HEREBY NOTIFIED TO QUIT AND DELIVER UP THE PREMISES YOU HOLD AS OUR TENANT, NAMELY:**

**536 NORTH TAYLOR AVENUE FIRST FLOOR AND ALL LEASEHOLD IMPROVEMENTS ATTACHED THERETO.**

**YOU ARE TO DELIVER UP SAID PREMISES WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE.**

**THIS NOTICE IS PROVIDED DUE TO NON-PAYMENT OF RENTS, A PARTIAL BALANCE DUE FOR JUNE 2009 AND THE ENTIRE BALANCE DUE FOR JULY 2009. THE BALANCE OWED NOT INCLUDING LATE CHARGES OF TEN DOLLARS (\$10.00) PER DAY FROM THE FIFTH OF JULY IS \$ONE THOUSAND THREE HUNDRED SIXTY SIX AND NINTY ONE CENTS (\$1366.91) YOU MAY REDEEM YOUR TENANCY BY FULL PAYMENT OF SAID ARREARS WITHIN FIVE (5) DAYS.**

Sincerely,

A handwritten signature in blue ink that appears to read "Richard L. Kalina".

Richard L Kalina  
Manager

Enclosure: copy of June 2009 payments  
RLK/kma

YOU ARE HEREBY NOTIFIED TO QUIT AND DELIVER UP THE PREMISES YOU HOLD AS OUR TENANT, NAMELY:

536 NORTH TAYLOR AVENUE FIRST FLOOR AND ALL LEASEHOLD IMPROVEMENTS ATTACHED THERETO.



YOU ARE TO DELIVER UP SAID PREMISES WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE.

THIS NOTICE IS PROVIDED DUE TO NON-PAYMENT OF RENTS, A PARTIAL BALANCE DUE FOR JUNE 2009 AND THE ENTIRE BALANCE DUE FOR JULY 2009. THE BALANCE OWED NOT INCLUDING LATE CHARGES OF TEN DOLLARS (\$10.00) PER DAY FROM THE FIFTH OF JULY IS \$ONE THOUSAND THREE HUNDRED SIXTY SIX AND NINTY ONE CENTS (\$1366.91) YOU MAY REDEEM YOUR TENANCY BY FULL PAYMENT OF SAID ARREARS WITHIN FIVE (5) DAYS.

Sincerely,

Richard L Kalina  
Manager

Enclosure: copy of June 2009 payments  
RLK/kma

JOB NO.	0200	TRANSMISSION OK
DESTINATION ADDRESS	5314005	
PSSD/SUBADDRESS		
DESTINATION ID		
ST. TIME	07/23 15:36	
USAGE T	02.18	
PGS.	2	
RESULT	OK	

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

6/8/09

**PLAINTIFF'S  
EXHIBIT**

ALL-STATE

B-2

6/17/09

6/26/09

TOTAL = \$ 844 11



ASSIGNMENT OF LEASE

RLK

ASSIGNMENT of lease by and between Project Change Lives LLC  
(Tenant), and <sup>Business Centers</sup> Caribbean Call Centers LLC\* (Sub-Tenant),  
and Mer Farcockter Binyens LLC (MFB) (Landlord).

For good consideration, it is agreed by and between  
the parties that:

1. Tenant hereby assigns, transfers and delivers to  
Sub-Tenant all of Tenant's rights in and to a certain lease  
between Tenant and Landlord for certain premises known  
as (Describe)

536 North Taylor Ave 1st Floor

, under lease dated Feb 5, 2007

(Lease)

2. Sub-Tenant agrees to accept said Lease, pay all  
rents and punctually perform all of Tenant's obligations  
under said Lease accruing on and after the date of delivery  
of possession to the Sub-Tenant as contained herein. Sub-  
Tenant further agrees to indemnify and save harmless the  
Tenant from any breach of Sub-Tenant's obligations hereunder.

3. The parties acknowledge that Tenant shall deliver  
possession of the leased premises to Sub-Tenant on 8-30-2007 RLK  
19 ; time being of the essence. All rents and other charges  
accrued under the Lease prior to said date shall be fully  
paid by Tenant, and thereafter by the Sub-Tenant.

4. Landlord hereby assents to the assignment of lease,  
provided that:

- a) prior tenant provides proof of payments for all  
improvements including lien waivers for labor and  
material, and plan for payment of all remaining  
balances owed and owing by J Tiller, Project Change  
Lives LLC.
- b) Landlord is provided with keys and access codes for  
emergency entry and to perform schedule and routine  
services.
- c) the renters will have fictitious names for the purpose  
of "dba" Professional Call Center and Today Express

- d) All terms of prior lease shall remain in force and there is no forbearance by landlord as to the terms and conditions of prior lease.
- e) This property is not residential and shall not be used for any other purpose other than business purposes
- f) There shall be no further assignment of lease without prior written consent of Landlord.
5. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this thirtieth day of August , 2007

*Project Change Lives, LLC*  
By *J. Tiller*  
Tenant Project Change Lives, LLC

*J. Tiller*  
Sub-Tenant John Tiller and  
Caribbean Call Centers LLC

*D. Kalina*  
Landlord manager  
Richard L Kalina for MFB LLC

**COMMERCIAL LEASE**

This Lease, made and entered into, this 5th day of February , 2007,

by and between MFB, LLC

**Parties** hereinafter called Lessor, and Project Change Lives LLC and or Dr Alexander T. Kalk, MD  
hereinafter called Lessee,

WITNESSETH, That the said Lessor for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by said Lessee, or Lessees, successors and assigns, has leased and by these presents does lease to said Lessee the following described Leased Premises, situated in the City of Saint Louis State of Missouri, to-wit:

**Premises** 536 North Taylor, 1<sup>st</sup> floor

Landlord will pay half of carpet for front lobby up to \$250.00 (two hundred fifty dollars)

**Use of Premises** To have and to hold the same, subject to the conditions herein contained, and for no other purpose or business than that of; SUPPORT GROUPS AND USE CONSISTENT WITH THE MISSION OF THE TENANT

**Terms**

**And Rental** for and during the term of twenty-four months  
Commencing on the 1<sup>st</sup> March 2007  
and ending on the 28<sup>th</sup> of February 2007

## Rent as Follows:

- 1) Month of February 2007 Free
- 2) March 1, 2007 through and including August 2007 \$500.00 per month
- 3) September 2007 through and including February 2009 \$750.00 per month
- 4) Deposit shall be five hundred (\$500.00) first month and five hundred (\$500.00) last month total \$1000.00

## Expense Pro rations

- 1) Electric (fifty) 50% of bill for 536 N Taylor
- 2) Gas (fifty) percent of bill for 536 N Taylor
- 3) Water (twenty five) percent of bill for 536 N Taylor/ 4482 Washington
- 4) Sewer (twenty five) 25% of bill for 536 N Taylor/ 4482 Washington
- 5) Common Area Expenses (twenty five) 25% percent of costs not to exceed \$200.00 (two hundred) per year
- 6) Insurance (twenty five) 25% percent of annual expense of premiums in excess of \$2500.00 (twenty five hundred per year)
- 7) Real Property Taxes (twenty five) 25% of any amount in excess of \$3500.00 ( thirty five hundred)

on the first day of each and every month during the said term.

This Lease is not assignable, nor shall said Leased Premises or any part thereof be sublet, used or permitted to be used for any purpose other than above set forth without the written consent of the Lessor endorsed hereon; and if this Lease is assigned or the Leased Premises or any part thereof sublet without the written consent of the Lessor, or if the Lessee shall become the subject of a court proceeding in bankruptcy or liquidating receivership or shall make an assignment for the benefit of creditors, this Lease may by such fact or unauthorized act be cancelled at the option of the Lessor. Any assignment of this Lease or subletting of said Leased Premises or any part thereof with the written consent of the Lessor shall not operate to release the Lessee from the fulfillment on Lessee's part of the covenants and agreements herein contained to be by said Lessee performed, nor authorize any subsequent assignment or subletting without the written consent of the Lessor.

**Assignment or Sub-letting**

**PLAINTIFF'S EXHIBIT**

D

**Repairs and Alterations**

Said Lessee at shall make all repairs and alterations deemed necessary by Lessee Lessee's cost and expense with the consent of Lessor; and all repairs and alterations so made shall remain as a part of the realty; all plate and other glass now in said Leased Premises is at the risk of said Lessee, and if broken, is to be replaced by and at the expense of said Lessee.

The Lessor reserves the right to prescribe the form, size, character and location of any and all Awnings affixed to and all signs which may be placed or painted upon any part of the Leased Premises, and the Lessee agrees not to place any awning or sign on any part of the Leased Premises without the written consent of the Lessor, or to bore or cut into any column, beam or any part of the Leased Premises without the written consent of Lessor. The Lessee and all holding under said Lessee agrees to use reasonable diligence in the care and protection of said Leased Premises during the term of this Lease, to keep the water pipes, sewer drains, heating apparatus, elevator machinery and sprinkler system in good order and repair and to surrender said Leased Premises at the termination of this Lease in substantially the same and in as good condition as received, ordinary wear and tear excepted.

The Lessee shall pay according to the rules and regulations of the water department for all water used in the Leased Premises. The Lessee will erect fire escapes on said Leased Premises at said Lessee's own cost, according to law, should the proper authorities demand same.

The Lessee agrees to keep said Leased Premises in good order and repair and free from any nuisance or filth upon or adjacent thereto, and not to use or permit the use of the same or any part thereof for any purposes forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of said Leased Premises. The Lessor or legal representatives may, at all reasonable hours, enter upon said Leased Premises for the purpose of examining the condition thereof and making such repairs as Lessor may see fit to make.

If the cost of insurance to said Lessor on said Leased Premises shall be increased by reason of the occupancy and use of said Leased Premises by said Lessee or other person under said Lessee, all such increase over the existing rate shall be paid by said Lessee to said Lessor on demand. The Lessee agrees to pay double rent for each day the Lessee, or any one holding under the Lessee, shall retain the said Leased Premises after the termination of this Lease, whether by limitation or forfeiture.

**Damage to Tenant's Property**

Lessor shall not be liable to said Lessee or any person or corporation, including employees, for any damage to their person or property caused by water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to said Leased Premises.

The destruction of said Leased Premises by fire, or the elements, or such material injury thereto as to render said Leased Premises unquestionably untenable for 45 days, shall at the option of said Lessor or Lessee produce and work a termination of this Lease.

If the Lessor and Lessee cannot agree as to whether said Leased Premises are unquestionably untenable for 45 days, the fact shall be determined by arbitration; the Lessor and the Lessee shall each choose an arbitrator within five days after either has notified the other in writing of such damage, the two so chosen, before entering on the discharge of their duties, shall elect a third, and the decision of any two of such arbitrators shall be conclusive and binding upon both parties hereto.

If it is determined by arbitration, or agreement between the Lessor and Lessee, that said Leased Premises is not unquestionably untenable for 45 days, then said Lessor must restore said Leased Premises at Lessor's own expense, with all reasonable speed and promptness, and in such case a just and proportionate part of said rental shall be abated until said Leased Premises have been restored.

Failure on the part of the Lessee to pay an installment of rent or increase in insurance rate promptly as above set out, as and when the same becomes due and payable, or failure of the Lessee promptly and faithfully to keep and perform each and every covenant, agreement and stipulation herein on the part of the Lessee to be kept and performed, shall at the option of the Lessor cause the forfeiture of this Lease.

Possession of said Leased Premises and all additions and permanent improvements thereof shall be delivered to Lessor upon ten days' written notice that Lessor has exercised said option, and thereupon Lessor shall be entitled to and may take immediate possession of said Leased Premises, any other notice or demand being hereby waived.

**Re-Entry**

Any and all notices to be served by the Lessor upon the Lessee for any breach of covenant of this Lease, or otherwise, shall be served upon the Lessee in person, or left with anyone in charge of the Leased Premises, or posted upon some conspicuous part of said Leased Premises.

Said Lessee will quit and deliver up the possession of said Leased Premises to the Lessor or Lessor's heirs, successors, agents or assigns, when this Lease terminates by limitation or forfeiture, with all window glass replaced, if broken, and with all keys, locks, bolts, plumbing fixtures, elevator, sprinkler, boiler and heating appliances in as good order and condition as the same are now, or may hereafter be made by Repair in compliance with all the covenants of this Lease, save only the wear thereof from reasonable and Careful use.

But it is hereby understood, and Lessee hereby covenants with the Lessor, that such forfeiture, annulment or voidance shall not relieve the Lessee from the obligation of the Lessee to make the monthly payments of rent hereinbefore reserved, at the times and in the manner aforesaid; and in case of any such default of the Lessee, the Lessor may relet the said Leased Premises as the agent for and in the name of the Lessee, at any rental readily obtainable, applying the proceeds and avails thereof, first, to the payment of such expense as the Lessor may be put to in re-entering, and then to the payment of said rent as the same may from time to time become due, and toward the fulfillment of the other covenants and agreements of the Lessee herein contained, and the balance, if any, shall be paid to the Lessee; and the Lessee hereby covenants and agrees that if the Lessor shall recover or take possession of said Leased Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the rent hereby reserved, the Lessee shall and will pay the Lessor any and all loss of difference of rent for the residue of the term. The Lessee hereby gives to the Lessor the right to place and maintain its usual "for rent" signs upon said Leased Premises, in the place that the same are usually displayed on property similar to that herein demised, for the last thirty days of this Lease.

**SEE SCHEDULE OF ADDITIONAL PROVISIONS ATTACHED HERETO AND FORMING AN INTEGRAL PART OF THIS LEASE CONTRACT.**



BLANK

BLANK

No  
Constructive  
Waiver

No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of Forfeiture, or breach of any condition of this Lease; nor shall any consent by the Lessor to any assignment or subletting of said Leased Premises, or any part thereof, be held to waive or release any assignee or sub-lessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sub-lessee shall be expressly subject thereto.

Whenever the word "Lessor" is used herein it shall be construed to include the heirs, executors, Administrators, successors, assigns or legal representatives of the Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessee and the words Lessor and Lessee shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this Lease.

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

Lessor

A large, cursive handwritten signature consisting of several loops and strokes.

Lessee

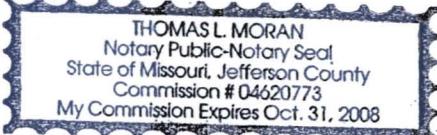
STATE OF MISSOURI

COUNTY OF MISSOURI

} ss. On this 6<sup>th</sup> day of FEBRUARY, in the year 2007,

THOMAS L. MORAN, a Notary Public in and for said state, personally appeared ALEXANDER T KALK, known to me to be the person(s) described in and who executed the within Commercial Lease, and acknowledged to me that he/she executed the same as his/her/their free act and deed for the purposes therein stated.

IN TESTIMONY, I set my hand and affixed my official seal in the City or County and State aforesaid, on the day and year above written.



Thomas L. Moran  
Notary Public  
My term expires: 10/31/08

PLAINTIFF'S EXHIBIT

D-3

ALL-STATE LEGAL®

STATE OF MISSOURI

} of ss.

On this ..... day of ..... 20.....

before me, a Notary Public in and for said state, personally appeared . . . . . who, being by me duly sworn, did say that he/she is the . . . . . of . . . . . a Corporation of the State of . . . . . , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said . . . . . acknowledges said instrument to be the free act and deed of said corporation.

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

Notary Public

My term expires:

STATE OF MISSOURI

} of ss.

On this ..... day of ..... 20.....

before me, a Notary Public in and for said state, personally appeared . . . . . who, being by me duly sworn, did say that he/she is the . . . . . of . . . . . a Corporation of the State of . . . . . , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said . . . . . acknowledges said instrument to be the free act and deed of said corporation.

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

Notary Public

My term expires:

LEASE

To

Premises No.

Begins

Ends

Monthly Rental

Annual Rental

Missouri Department of Corrections, MO ([more info...](#))

PERSONAL INFORMATION			
Full Name:	John Tiller	Date of Birth:	02/28/1953
AKAs:		Height:	
		Weight:	
		Hair Color:	
		Eye Color:	
		Race:	WHITE
		Gender:	Male
ADDRESSES			
O CRIMINAL OFFENSE 1			
Offense Date:		Legend	
Case Number:	407442	<b>Bv</b> Behavioral <b>Bu</b> Business <b>D</b> Drug & Alcohol <b>S</b> Sex Related <b>T</b> Theft/Robbery <b>V</b> Violent <b>O</b> Traffic/Other	
Offense Type:	Traffic/Other		
Offense Code:			
Offense Description:	OBPRBFPR-2		
Date Reported:			
Sentence Details:	SINGLE/PRIMARY SENTENCE		
Sentence Status:	SENTENCE COMPLETED		
O CRIMINAL OFFENSE 2			
Offense Date:			
Case Number:	851-01979		
Offense Type:	Traffic/Other		
Offense Code:	15010990		
Offense Description:	STEALING OVER 150.00 BY DECEIT		
Date Reported:			
Sentence Details:	CONCURRENT SENTENCE		
Sentence Status:	SENTENCE COMPLETED		
O CRIMINAL OFFENSE 3			
Offense Date:			
Case Number:	851-01630		
Offense Type:	Traffic/Other		

Need More Information?

Get a full comprehensive background check on John Tiller.



[VIEW DETAILS](#)

Offense Code:	<b>15010991</b>
Offense Description:	<b>ATTEMPT STEALING OVER 150.00 BY DECEIT</b>
Date Reported:	
Sentence Details:	<b>CONSECUTIVE SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

#### **○ CRIMINAL OFFENSE 4**

Offense Date:	
Case Number:	<b>851-01979</b>
Offense Type:	<b>Traffic/Other</b>
Offense Code:	<b>15010990</b>
Offense Description:	<b>STEALING OVER 150 BY DECEIT PRIOR/PERSISTENT</b>
Date Reported:	
Sentence Details:	<b>CONCURRENT SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

#### **○ CRIMINAL OFFENSE 5**

Offense Date:	
Case Number:	<b>851-01630</b>
Offense Type:	<b>Traffic/Other</b>
Offense Code:	<b>15010990</b>
Offense Description:	<b>STEALING OVER 150 BY DECEIT PRIOR/PERSISTENT</b>
Date Reported:	
Sentence Details:	<b>CONCURRENT SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

#### **○ CRIMINAL OFFENSE 6**

Offense Date:	
Case Number:	<b>851-01630</b>
Offense Type:	<b>Traffic/Other</b>
Offense Code:	<b>15010990</b>
Offense Description:	<b>STEALING OVER 150.00 BY DECEIT</b>
Date Reported:	
Sentence Details:	<b>CONSECUTIVE SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

#### **○ CRIMINAL OFFENSE 7**

Offense Date:	
---------------	--

Case Number:	<b>031-1602A</b>
Offense Type:	<b>Traffic/Other</b>
Offense Code:	<b>15010990</b>
Offense Description:	<b>STEALING OVER 750 BY DECEIT</b>
Date Reported:	
Sentence Details:	<b>SINGLE/PRIMARY SENTENCE</b>
Sentence Status:	<b>CURRENTLY SERVING SENTENCE</b>

#### **O CRIMINAL OFFENSE 8**

Offense Date:	
Case Number:	<b>545587</b>
Offense Type:	<b>Traffic/Other</b>
Offense Code:	<b>19010060</b>
Offense Description:	<b>PASSING A BAD CHECK-INSUFFICIENT FUNDS</b>
Date Reported:	
Sentence Details:	<b>CONCURRENT SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

#### **O CRIMINAL OFFENSE 9**

Offense Date:	
Case Number:	<b>851-01630</b>
Offense Type:	<b>Traffic/Other</b>
Offense Code:	<b>15010991</b>
Offense Description:	<b>ATTEMPTED STEALING OVER 150 PRIOR/PERSISTENT</b>
Date Reported:	
Sentence Details:	<b>CONCURRENT SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

#### **T CRIMINAL OFFENSE 10**

Offense Date:	
Case Number:	<b>538869</b>
Offense Type:	<b>Fraud</b>
Offense Code:	<b>19010060</b>
Offense Description:	<b>PASSING A BAD CHECK-INSUFFICIENT FUNDS</b>
Date Reported:	
Sentence Details:	<b>SINGLE/PRIMARY SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

**T CRIMINAL OFFENSE 11**

Offense Date:	
Case Number:	<b>CR58655FX</b>
Offense Type:	<b>Fraud</b>
Offense Code:	<b>19010060</b>
Offense Description:	<b>PASSING BAD CHECKS</b>
Date Reported:	
Sentence Details:	<b>CONCURRENT SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

**T CRIMINAL OFFENSE 12**

Offense Date:	
Case Number:	<b>548846</b>
Offense Type:	<b>Fraud</b>
Offense Code:	<b>19010060</b>
Offense Description:	<b>PASSING A BAD CHECK-ACCOUNT CLOSED</b>
Date Reported:	
Sentence Details:	<b>CONCURRENT SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>

**T CRIMINAL OFFENSE 13**

Offense Date:	
Case Number:	<b>546800</b>
Offense Type:	<b>Fraud</b>
Offense Code:	<b>19010060</b>
Offense Description:	<b>PASSING A BAD CHECK-INSUFFICIENT FUNDS</b>
Date Reported:	
Sentence Details:	<b>CONCURRENT SENTENCE</b>
Sentence Status:	<b>SENTENCE COMPLETED</b>



**State of Missouri**  
Robin Carnahan, Secretary of State

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

**alexander**  
Preventive Medicine

File Number: 200705465011  
LC0798516  
Date Filed: 02/23/2007  
Robin Carnahan  
Secretary of State

711 old ballas, suite 110  
saint louis, missouri 63141  
314.567.6565 fax 314.567.6569  
email: alexkalk@cbnsl.com  
www.alexkalk.com

**Articles of Organization**

(Submit with filing fee of \$105)

1. The name of the limited liability company is:

**PROJECT CHANGE LIVES, LLC**

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

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

**change their lifestyles in order to be happy in everyday living—to make changes to the better.**

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

**ALEXANDER T. KALK, M.D. 711 Old Ballas Rd., St Louis, MO 63141**

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

4. The management of the limited liability company is vested in:  managers  members (check one)

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

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

6. The name(s) and street address(es) of each organizer (P.O. Box may only be used in addition to a physical street address):

**ALEXANDER T. KALK, 711 OLD BALLAS, ST LOUIS, MO 63141**

7. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you

indicate a future date, as follows: \_\_\_\_\_

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

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Organizer Signature

**ALEXANDER KALK, M.D.**

Printed Name

2/26/07  
Date

Organizer Signature

Printed Name

Date

Organizer Signature

Printed Name

Date

Name and address to return filed document:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

**State of Missouri  
Creation - LLC/LP 1 Page(s)**



T0705456214

# State of Missouri



Robin Carnahan  
Secretary of State

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*PROJECT CHANGE LIVES, LLC*  
LC0798516

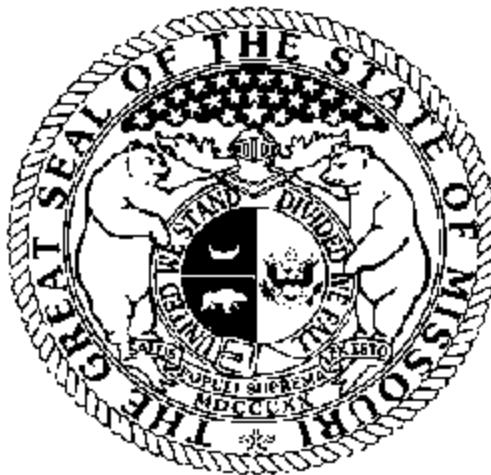
filed its Articles of Organization with this office on the 23rd day of February, 2007, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 23rd day of February, 2007, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of February, 2007.

*Robin Carnahan*

Secretary of State





**RE: project change lives, llc**

Friday, November 30, 2007 7:46 PM

**From:** "Alex Kalk" <alexkalk@stlouis.org>

**To:** cshelley@parexcellencepbs.com, "jim stewart" <jimstewart2007@yahoo.com>

Jim will write the checks. Remind him when you talk to him

---

**From:** cshelley@parexcellencepbs.com [mailto:cshelley@parexcellencepbs.com]

**Sent:** Friday, November 30, 2007 6:49 PM

**To:** alexkalk@stlouis.org

**Subject:** project change lives, llc

here are forms for termination of project change lives, llc. you just need to sign each and enclose payment, looks like it's \$25 for each form.

Thank You!

Carol Shelley, CPC

Par Excellence Physician Billing Solutions

Phone (314) 288-1227

---



**State of Missouri**  
Robin Carnahan, Secretary of State

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

**Articles of Termination for  
Limited Liability Company**

*(Submit with filing fee of \$25)*

1. The name of the limited liability company is:  
**Project Change Lives, LLC**
2. The date the limited liability company's articles of organization were filed:  
**02/06/2007**
3. The reason for filing articles of termination is:  
**Failure to profit**
4. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless a future date is indicated, as follows:  
**11/30/2007**

*(Date may not be more than 90 days after the filing date)*

5. On **11/30/2007** *Month/Day/Year* a notice of merger or consolidation or a notice of winding up disclosing the dissolution was filed with the Secretary of State of Missouri.
6. Any other matters:

*[Signature]*

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

**Alexander Kalk, M.D.**

*Authorized Signature*

*Printed Name*

**11/30/2007**

*Date*

*Authorized Signature*

*Printed Name*

*Date*

*Authorized Signature*

*Printed Name*

*Date*

Name and address to return filed document:

Name: **Alexander Kalk, M.D.**  
Address: **11605 Studt Ave, Suite 112**  
City, State, and Zip Code: **Saint Louis, MO 63141**

**LLC- 5 (01/05)**



**State of Missouri**  
Robin Carnahan, Secretary of State

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

**Notice of Winding Up for Limited Liability Company**

(Submit with filing fee of \$25)

1. The name of the limited liability company is: **Project Change Lives, LLC**
2. The articles of organization for the limited liability company were filed on the following date: **02/06/2007**  
*Month/Day/Year*
3. Persons with claims against the limited liability company should present them in accordance with the following procedure:
  - A) In order to file a claim with the limited liability company, you must furnish the following:
    - i) Amount of the claim
    - ii) Basis for the claim
    - iii) Documentation of the claim
  - B) The claim must be mailed to:  
**Alexander Kalk, M.D.**  
*Name* \_\_\_\_\_  
**11605 Studt Ave, Suite 112**  
*Street Address* \_\_\_\_\_  
**Saint Louis, MO 63141**  
*City/State/Zip* \_\_\_\_\_
4. A claim against the limited liability company will be barred unless a proceeding to enforce the claim is commenced within three years after the publication of the notice.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Authorized Signature

Alexander Kalk, M.D.

11/30/2007

Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Name and address to return filed document:

Name: **Alexander Kalk, M.D.**  
Address: **11605 Studt Ave, Suite 112**  
City, State, and Zip Code: **Saint Louis, MO 63141**

LLC-13 (01/05)

METROPOLITAN PHYSICIANS GROUP, LLC  
11605 Studt  
Suite 112  
St Louis, MO 63141

1035

70-138/810

PAY TO THE  
ORDER OF

Secretary of State  
Twenty five dollars

12-21-2007 DATE

\$ 25.00

DOLLARS 

Security  
Features  
Details On  
Back

REGIONS  
Articles of Termination LLC  
FOR Project Change Lives

10810013871 82 2028 037011 1035

MP

© HARLAND

METROPOLITAN PHYSICIANS GROUP, LLC  
11605 Studt  
Suite 112  
St Louis, MO 63141

1036

70-138/810

PAY TO THE  
ORDER OF

Secretary of State  
Twenty five dollars

12-21-2007 DATE

\$ 25.00

DOLLARS 

Security  
Features  
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REGIONS  
Notice of Winding Up LLC  
FOR Project Change Lives LLC

10810013871 82 2028 037011 1036

MP

© HARLAND



Alex Kall  
11605 Stoltz Ave.  
Suite 112  
St. Louis, MO. 63141

Secretary of State  
Corporations Division  
P.O. Box 7781 600 W. Main Street, Room 322  
Jefferson City, MO 65102

# Info On Tiller

# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
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- For New Corporations
- Verify
- Verify Certification
- Annual Report
- File Online
- File Fictitious Name Registration
- File Online
- Renew Online
- File LLC Registration
- File Online
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents

## Filed Documents

Date: 7/27/2009 (Click above to view filed documents that are available.)

## Business Name History

---

Name	Name Type
CARIBBEAN CALL AND BUSINESS CENTERS LLC	Legal

---

## Limited Liability Company - Domestic - Information

**Charter Number:** LC0839233

**Status:** Active

**Entity Creation Date:** 8/30/2007

**State of Business.:** MO

**Expiration Date:** Perpetual

---

## Registered Agent

**Agent Name:** Tiller, Danielle

**Office Address:**  
536 North Taylor  
Suite 100  
St. Louis MO 63108

## Mailing Address:

---

## Organizers

<b>Name:</b>	Danielle Tiller
<b>Address:</b>	536 North Taylor Suite 100 St. Louis MO 63108

---



**State of Missouri**  
**Robin Carnahan, Secretary of State**

File Number: 200724290019  
LC0839233  
Date Filed: 08/30/2007  
**Robin Carnahan**  
**Secretary of State**

## **Articles of Organization**

1. The name of the limited liability company is:

**CARIBBEAN CALL AND BUSINESS CENTERS LLC**

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

**To provide answering/call center services to individuals/corprations and any other type of businesses. This Corporation will provide courier/delivery services to both individuals/businesses and corporations. This Corporation will provide business services including notary and virtual office setting services to individuals, businesses, and cororations.**

**The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.**

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

**Danielle Tiller**                           **536 North Taylor, Suite 100, ST. Louis MO 63108**  
*Name*   *Address*

4. The management of the limited liability company is:

Manager       Member

5. The duration (period of existence) for this limited liability company is:

**Perpetual**

6. The name(s) and street address(es) of each organizer:

**Danielle Tiller, 536 North Taylor, Suite 100, St. Louis MO 63108**

7. The effective date of this document is:

**08/30/2007**

**In Affirmation thereof, the facts stated above are true and correct:**

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

**Danielle Tiller**  
*(Organizer Name)*

# State of Missouri



Robin Carnahan  
Secretary of State

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*CARIBBEAN CALL AND BUSINESS CENTERS LLC*  
*LC0839233*

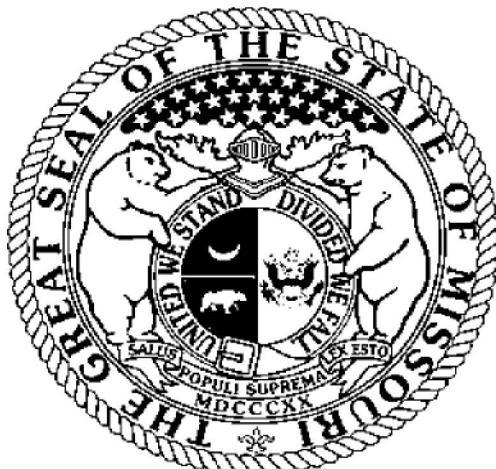
filed its Articles of Organization with this office on the August 30, 2007, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the August 30, 2007, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the August 30, 2007.

A handwritten signature of Robin Carnahan in black ink.

Secretary of State



# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

Search

- By Business Name
- By Charter Number
- By Registered Agent
- For New Corporations
- Verify
- Verify Certification
- Annual Report
- File Online
- File Fictitious Name Registration
- File Online
- Renew Online
- File LLC Registration
- File Online
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents

## Registered Agent Information

Agent Name     **JOHN TILLER**

### Businesses that this Agent Represents ...

Click on the Business Entity Name or Charter Number to view more information.

Business Entity Name	Charter Number	Type	Status	Entity Creation Date
JT CORPORATION	00400769	General Business	Dissolved	9/9/1994

Records Returned 1 to 1

*Please note this may not be a complete list of companies represented by this agent. Data from the old system has many duplicate entities. So we will need to combine all information about an entity into one record.*

# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

## Search

- [By Business Name](#)
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    Registration
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    Orders](#)
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## Filed Documents

Date: 7/27/2009     (Click above to view  
                      filed documents that are  
                      available.)

## Business Name History

---

Name	Name Type
JT CORPORATION	Legal

---

## General Business - Domestic - Information

**Charter Number:** 00400769  
**Status:** Dissolved  
**Entity Creation Date:** 9/9/1994  
**State of Business.:** MO  
**Expiration Date:** Perpetual  
**Last Annual Report Filed Date:**  
**Last Annual Report Filed:** 0  
**Annual Report Month:** September

---

## Registered Agent

**Agent Name:** JOHN TILLER  
**Office Address:** 6739 OLEATHA  
ST. LOUIS MO 63139

## Mailing Address:

# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
- By Charter Number
- By Registered Agent
- For New Corporations
- Verify
- Verify Certification
- Annual Report
- File Online
- File Fictitious Name Registration
- File Online
- Renew Online
- File LLC Registration
- File Online
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents

All Annual Reports filed 1999 forward are available to view &/or print as well as all documents filed on or after 5-12-03.

Status of filed documents prior to 5-12-03: If the Creation Filing is not available to be viewed, the entire file may be incomplete because it has not been scanned. Therefore, there may be other types of filings associated with this entity.

Once a copy request and appropriate fees have been received on a specific entity the entire file is completely scanned and available online to view and/or print.

Date: 7/27/2009

**Current Name:** JT CORPORATION

Image	Date	Document
	9/9/1994	Creation Filing
	3/28/1996	With/Term/Dissolve

No Documents Available

## Why Express Worldwide?

Express Worldwide is a company dedicated to upholding a favorable image to our Customers and their clients. Our drivers are highly experienced and possess distinct professional attitudes about their job. With our many years of experience we are able to satisfy our Customers needs and meet our deadlines while maintaining high regards to honesty and integrity. Express Worldwide now offers worldwide service, to any country.

## On time... every time!

Contact Our Dispatch Center at 314-535-7777

Office Phone: **314-531-3900**

Address: 536 North Taylor

Suite 100

St. Louis, MO 63108

## What's new...



### NEW COMPANY ANNOUNCEMENT

Effective June 1, 2009 Matt Richards has been promoted to Manager of Dispatch and Billing section. Matt has proven his integrity level to an extent of receiving this promotion. Matt has an extensive responsibility in managing the Dispatch Center along with being in charge of billing. Customers have remarked that since Matt has been at Express Worldwide and Pharmacy Express that Dispatch has been more efficient and orders are being handled quicker. Management is proud to announce this promotion.

### NEW MANAGER

Jason James is the new manager of both Express Worldwide and Pharmacy Express. He has replaced the previous office manager.

### NEW COMPANY ANNOUNCEMENT

As Of March 1, 2008 Jason James has boarded with Express Worldwide and Pharmacy Express as Dispatch Supervisor and our IT Manager. We are privileged to have him join our devoted team.

## Customer Log In

Customer Account #:

Password:

[Create Account](#)

Submit C

## Quick Jump...

[Track Existing Order](#)

[Review Pending Orders](#)

[View Order History](#)

[Create Multiple Orders](#)

[Request Support](#)

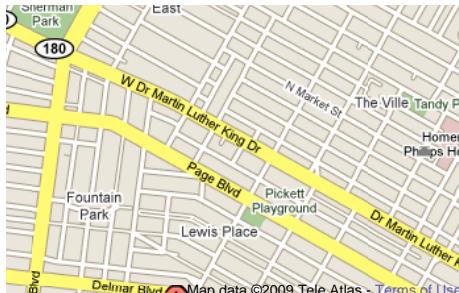
[HOME](#)[ABOUT US](#)[NEW ACCOUNT](#)[TRACKING](#)[PRIVACY](#)[CONTACT US](#)[PLACE ORDER](#)

## Contact Us

Contact Our Dispatch Center at **314-535-7777**  
Dispatch Fax: **314-535-8500**

Administration Phone: **314-531-3900**  
**Administration Fax: 314-531-4005**

Address: 536 North Taylor  
Suite 100  
St. Louis, MO 63108  
Email us at: [customersupport@stlx.com](mailto:customersupport@stlx.com):



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Joseph Michael Lamonaca,  
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Rep., ATP Jet Rated  
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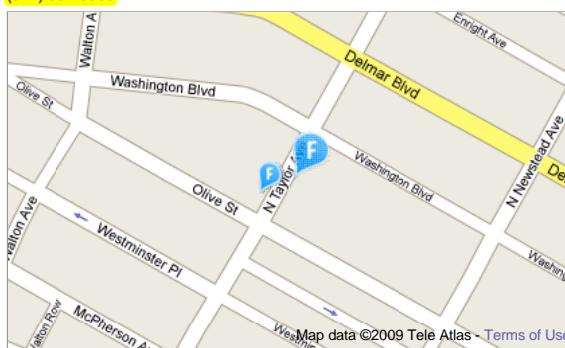
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## Attorney Center

536 N Taylor Ave  
Saint Louis, MO 63108-1811  
[\(314\) 531-3900](tel:(314)531-3900)

[Directions to Attorney Center](#)

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101 N EUCLID Ave  
Saint Louis, MO 63108  
(888) 486-4302  
Website, Email, Coupon, Map

[RICHMOND HEIGHTS Local HIV/STD Testing](#)

1035 Bellevue Ave Ste 511  
Richmond Heights, MO 63117  
(877) 458-5724  
Website, Coupon, Map

[Rapid STD / HIV / DNA Testing](#)

1035 BELLEVUE Ave Ste 511  
Richmond Heights, MO 63117  
(888) 486-4302  
Website, Email, Coupon, Map

What is 'Featured Community'?

# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
- By Charter Number
- By Registered Agent
- For New Corporations
- Verify
- Verify Certification
- Annual Report
- File Online
- File Fictitious Name Registration
- File Online
- Renew Online
- File LLC Registration
- File Online
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents

## Registered Agent Information

Agent Name JOHN TILLER

### Businesses that this Agent Represents ...

Click on the Business Entity Name or Charter Number to view more information.

Business Entity Name	Charter Number	Type	Status	Entity Creation Date
MISSING CHILDREN NETWORK INC.	N00033299	Non-Profit Corporation	Forfeited	6/28/1985

Records Returned 1 to 1

*Please note this may not be a complete list of companies represented by this agent. Data from the old system has many duplicate entities. So we will need to combine all information about an entity into one record.*

# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

Search

- By Business Name
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- For New Corporations  
Verify
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Annual Report
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Registration
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Orders
- Order Good Standing
- Order Certified Documents

## Filed Documents

Date: 7/27/2009 (Click above to view filed documents that are available.)

### Business Name History

---

Name	Name Type
------	-----------

MISSING CHILDREN NETWORK INC.	Legal
----------------------------------	-------

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### Non-Profit Corporation - Domestic - Information

**Charter Number:** N00033299

**Status:** Forfeited

**Entity Creation Date:** 6/28/1985

**State of Business.:** MO

**Expiration Date:** Perpetual

**Last Annual Report Filed**

**Date:**

**Last Annual Report Filed:** 0

---

### Registered Agent

**Agent Name:** JOHN TILLER

**Office Address:** #10 SOUTH EUCLID  
ST. LOUIS MO 63108

**Mailing Address:**

# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
- By Charter Number
- By Registered Agent
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- File LLC Registration
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- Online Orders
- Register for Online Orders
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- Order Certified Documents

All Annual Reports filed 1999 forward are available to view &/or print as well as all documents filed on or after 5-12-03.

Status of filed documents prior to 5-12-03: If the Creation Filing is not available to be viewed, the entire file may be incomplete because it has not been scanned. Therefore, there may be other types of filings associated with this entity.

Once a copy request and appropriate fees have been received on a specific entity the entire file is completely scanned and available online to view and/or print.

Date: 7/27/2009

**Current Name:** MISSING CHILDREN NETWORK INC.

Image	Date	Document
	6/28/1985	Creation Filing
	1/1/1987	With/Term/Dissolve

No Documents Available

# Bankruptcy Kalk

B1 (Official Form 1)(1/08)

United States Bankruptcy Court Eastern District of Missouri		Voluntary Petition																				
Name of Debtor (if individual, enter Last, First, Middle): <b>Kalk MD, Alexander Thomas</b>		Name of Joint Debtor (Spouse) (Last, First, Middle):																				
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):																				
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) <b>xxx-xx-7684</b>		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)																				
Street Address of Debtor (No. and Street, City, and State): <b>2323 Woodson Apt. C Saint Louis, MO</b>		Street Address of Joint Debtor (No. and Street, City, and State):																				
		ZIP Code																				
County of Residence or of the Principal Place of Business: <b>Saint Louis</b>		County of Residence or of the Principal Place of Business:																				
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):																				
		ZIP Code																				
Location of Principal Assets of Business Debtor (if different from street address above):																						
<b>Type of Debtor</b> (Form of Organization) (Check one box)  <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<b>Nature of Business</b> (Check one box)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other  <b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box)  <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13																				
		<input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding																				
		<b>Nature of Debts</b> (Check one box)  <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.																				
<b>Filing Fee</b> (Check one box)		Check one box: <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.																				
		<b>Chapter 11 Debtors</b> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.																				
		Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).																				
<b>Statistical/Administrative Information</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">□ Debtor estimates that funds will be available for distribution to unsecured creditors.</td> <td style="width: 50%;">THIS SPACE IS FOR COURT USE ONLY</td> </tr> <tr> <td><input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</td> <td></td> </tr> </table>			□ Debtor estimates that funds will be available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY	<input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.																	
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Estimated Number of Creditors <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>1-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1,000-5,000</td> <td>5,001-10,000</td> <td>10,001-25,000</td> <td>25,001-50,000</td> <td>50,001-100,000</td> <td>OVER 100,000</td> </tr> </table>			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													
1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000													
Estimated Assets <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table>			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion													
Estimated Liabilities <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													
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## B1 (Official Form 1)(1/08)

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): <b>Kalk MD, Alexander Thomas</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed: <b>- None -</b>	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>- None -</b>	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<b>Exhibit A</b>  (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<b>Exhibit B</b>  (To be completed if debtor is an individual whose debts are primarily consumer debts.)  I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).  <b>X</b> _____ Signature of Attorney for Debtor(s) (Date)	
<b>Exhibit C</b>  Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?  <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>  (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)  <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.  If this is a joint petition:  <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

B1 (Official Form 1)(1/08)

**Voluntary Petition**

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

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

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

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

**X /s/ Alexander Thomas Kalk MD**Signature of Debtor **Alexander Thomas Kalk MD****X**

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

**April 15, 2009**

Date

**Signature of Attorney\*****X /s/ Michael A. Becker**

Signature of Attorney for Debtor(s)

**Michael A. Becker**

Printed Name of Attorney for Debtor(s)

**HeplerBroom**

Firm Name

**800 Market St.  
Suite 2300  
St. Louis, MO 63101**

Address

**Email: Help@heplerbroom.com****(314) 241-6160 Fax: (314) 241-6116**

Telephone Number

**April 15, 2009**

Date

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

**Signature of Debtor (Corporation/Partnership)**

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

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

**X**

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Name of Debtor(s):

**Kalk MD, Alexander Thomas****Signatures****Signature of a Foreign Representative**

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

(Check only one box.)

- I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.
- Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

**X**

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

**Signature of Non-Attorney Bankruptcy Petition Preparer**

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

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

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

Address

**X**

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person,or partner whose Social Security number is provided above.

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

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

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

B 1D(Official Form 1, Exhibit D) (12/08)

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

In re Alexander Thomas Kalk MD

Debtor(s)

Case No.  
Chapter7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH  
CREDIT COUNSELING REQUIREMENT**

**Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.**

*Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.*

1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 15 days after your bankruptcy case is filed.*

3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the five days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* \_\_\_\_\_

**If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.**

4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.]* *[Must be accompanied by a motion for determination by the court.]*

B 1D(Official Form 1, Exhibit D) (12/08) - Cont.

- Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);
  - Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);
  - Active military duty in a military combat zone.
5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

**I certify under penalty of perjury that the information provided above is true and correct.**

Signature of Debtor: /s/ Alexander Thomas Kalk MD  
Alexander Thomas Kalk MD

Date: April 15, 2009

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

In re Alexander Thomas Kalk MD,  
 Debtor

Case No. \_\_\_\_\_  
 Chapter 7

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	<b>Yes</b>	1	<b>0.00</b>		
B - Personal Property	<b>Yes</b>	3	<b>300.00</b>		
C - Property Claimed as Exempt	<b>Yes</b>	1			
D - Creditors Holding Secured Claims	<b>Yes</b>	1		<b>0.00</b>	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	4		<b>97,383.14</b>	
F - Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	22		<b>1,068,288.85</b>	
G - Executory Contracts and Unexpired Leases	<b>Yes</b>	1			
H - Codebtors	<b>Yes</b>	1			
I - Current Income of Individual Debtor(s)	<b>Yes</b>	1			<b>760.00</b>
J - Current Expenditures of Individual Debtor(s)	<b>Yes</b>	1			<b>3,973.00</b>
Total Number of Sheets of ALL Schedules		<b>36</b>			
	Total Assets		<b>300.00</b>		
		Total Liabilities		<b>1,165,671.99</b>	

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

In re **Alexander Thomas Kalk MD**

Debtor

Case No. \_\_\_\_\_

Chapter \_\_\_\_\_

**7**

**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

- Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

**Summarize the following types of liabilities, as reported in the Schedules, and total them.**

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

**State the following:**

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20 )	

**State the following:**

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	
4. Total from Schedule F	
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	

In re Alexander Thomas Kalk MD, Case No. \_\_\_\_\_,  
Debtor

## SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
--------------------------------------	---	------------------------------------	--	-------------------------

**None**

Sub-Total > **0.00** (Total of this page)

Total > **0.00**

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

In re **Alexander Thomas Kalk MD**,  
Debtor

Case No. \_\_\_\_\_

## SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		<b>Furniture \$0 Television \$300</b>	H	<b>300.00</b>
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		<b>Clothing</b>	H	<b>0.00</b>
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
Sub-Total > (Total of this page)				<b>300.00</b>

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Alexander Thomas Kalk MD**, Case No. \_\_\_\_\_,  
Debtor

## **SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	<b>X</b>			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	<b>X</b>			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	<b>X</b>			
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<b>X</b>			
16. Accounts receivable.	<b>X</b>			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<b>X</b>			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	<b>X</b>			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<b>X</b>			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	<b>X</b>			

Sub-Total > **0.00**  
(Total of this page)

Sheet 1 of 2 continuation sheets attached  
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

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

Sub-Total >	<b>0.00</b>
(Total of this page)	
Total >	<b>300.00</b>

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

(Report also on Summary of Schedules)

In re Alexander Thomas Kalk MD,  
Debtor, Case No. \_\_\_\_\_

### **SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

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

Check if debtor claims a homestead exemption that exceeds  
\$136,875.

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b><u>Other Exemptions</u></b>			
Television	RSMo § 513.430.1(1)	300.00	300.00

	Total:	300.00	300.00
--	--------	--------	--------

0 continuation sheets attached to Schedule of Property Claimed as Exempt

In re **Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDELD D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL			UNSECURED PORTION, IF ANY
				C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	
Account No.							
			Value \$				
Account No.							
			Value \$				
Account No.							
			Value \$				
Account No.							
			Value \$				
Subtotal (Total of this page)							
Total (Report on Summary of Schedules)							<b>0.00</b>
							<b>0.00</b>

0 continuation sheets attached

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

## **SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**■ Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,425\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**■ Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

**Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (12/07) - Cont.

In re Alexander Thomas Kalk MD,  
Debtor

Case No. \_\_\_\_\_

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

### Domestic Support Obligations

#### TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODE DEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT NOT ENTITLED TO PRIORITY, IF ANY	AMOUNT ENTITLED TO PRIORITY
			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D		
Account No.							
Art Nissenbaum 2016 Big Bend Blvd Saint Louis, MO 63117	-	2008  guardian ad liteum fees from divorce				0.00	
						15,000.00	15,000.00
Account No. 6FC574							
Family Support Division 3418 Knipp Drive P.O. Box 1788 Jefferson City, MO 65102-1788	-	2006  back child support				0.00	
						19,586.00	19,586.00
Account No.							
Julie K. Taylor 7446 Teasdale Saint Louis, MO 63130	-	2006  expenses from divorce				0.00	
						11,939.25	11,939.25
Account No.							
Julie K. Taylor 7446 Teasdale Saint Louis, MO 63130	-	2006  Monthly child support for 2 children				0.00	
						1,200.00	1,200.00
Account No.							
Julie K. Taylor 7446 Teasdale Saint Louis, MO 63130	-	2006  monthly maintenance				0.00	
						110.00	110.00
Sheet <u>1</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Priority Claims						Subtotal (Total of this page)	0.00
						47,835.25	47,835.25

B6E (Official Form 6E) (12/07) - Cont.

In re Alexander Thomas Kalk MD,  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(Continuation Sheet)**Domestic Support Obligations****TYPE OF PRIORITY**

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODE DEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY					
			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY	AMOUNT ENTITLED TO PRIORITY
Account No.								
Julie K. Taylor 7446 Teasdale Saint Louis, MO 63130	-	2009  attorney fees from protection order proceeding					0.00	
						780.00		780.00
Account No.								
Paule, Camazine & Blumenthal 165 North Meramec Ave. Sixth Floor Saint Louis, MO 63105	-	2006  ex-wife's attorney fees from divorce	X				Unknown	
						Unknown		0.00
Account No.								
Sarah S. Pleban 2010 S. Big Bend Blvd Saint Louis, MO 63117	-	2006  guardian ad liteum fees from divorce					0.00	
						3,000.00		3,000.00
Account No.								
Account No.								
Sheet <u>2</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Priority Claims						Subtotal (Total of this page)	<u>0.00</u>	<u>3,780.00</u>

B6E (Official Form 6E) (12/07) - Cont.

In re Alexander Thomas Kalk MD,  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(Continuation Sheet)**Taxes and Certain Other Debts  
Owed to Governmental Units****TYPE OF PRIORITY**

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODE DEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM				AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY	AMOUNT ENTITLED TO PRIORITY
			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D			
Account No.								
Missouri Department of Revenue P.O. Box 3375 Jefferson City, MO 65105-3375	-	May 17, 2007  Alexander Kalk, MD, LLC					0.00	
						1,282.64		1,282.64
Account No.								
St. Louis County Collector of Revenue 41 South Central Saint Louis, MO 63105	-	2008  for contempt order during divorce					0.00	
						44,485.25		44,485.25
Account No.								
Account No.								
Account No.								
Sheet <u>3</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Priority Claims						Subtotal (Total of this page)	<u>0.00</u>	<u>0.00</u>
							<u>45,767.89</u>	<u>45,767.89</u>
						Total (Report on Summary of Schedules)	<u>0.00</u>	<u>0.00</u>
							<u>97,383.14</u>	<u>97,383.14</u>

In re Alexander Thomas Kalk MD,  
Debtor

Case No. \_\_\_\_\_

## SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR  H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		September 2006 business debt	X			11,581.00
ABC30 1215 Cole Street Saint Louis, MO 63106	-					
Account No. xxxx9024		business debt	X			15,449.00
Academy Collection Service 10965 Decatur Rd Philadelphia, PA 19154-3210	-					
Account No. xxxxxxxx6617		credit card	X			2,196.00
ACB American, Inc. P.O. Box 2548 Cincinnati, OH 45201-2548	-					
Account No. xxx2264		business debt	X			2,706.00
Account Resolution Corp 17600 Chesterfield Suite 201 Chesterfield, MO 63005	-					
<u>21</u> continuation sheets attached		Subtotal (Total of this page)				31,932.00

B6F (Official Form 6F) (12/07) - Cont.

In re Alexander Thomas Kalk MD, Case No. \_\_\_\_\_,  
Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		athletic club membership fees			X	176.00
Affiliated Credit Services 418 Ensign St. Fort Morgan, CO 80701	-					
Account No.		attorney fees from divorce				Unknown
Alan N. Zvibleman Capes, Sokol, Goodman & Sarachan, P.C. 7701 Forsyth Blvd., 12th Floor Saint Louis, MO 63105	-					
Account No. 33446326					X	128.00
Allied Interstate, Inc. 3000 Corporate Exchange Columbus, OH 43231	-					
Account No.		utilities			X	154.00
AmerenUE One Ameren Plaza Saint Louis, MO 63103	-					
Account No. xxxx-xxxx-xxxx-9193		March 2005 business debt			X	23,911.00
American Express P.O. Box 981537 El Paso, TX 79998	-					
Sheet no. <u>1</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				<b>24,369.00</b>

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODE DEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxx-xxxx-xxxx-4633		March 2005 business debt		X		20,153.00
American Express P.O. Box 981537 El Paso, TX 79998	-	2009 American Express Centurion Bank v. Alex Kalk 09SL-TJ00381 CC Transcript Judgment 21st Judicial Circuit (St. Louis County) Other Final Disposition				28,026.61
Account No.		2008 American Express Centurion Bank v. Alex Kalk 08SL-AC30316 AC Suit on Account 21st Judicial Circuit (St. Louis County) Default Judgment				28,026.61
American Express Centurion Bank 777 American Express Way Fort Lauderdale, FL 33337	-	March 2005 business debt		X		23,911.00
Account No. xxxxxxxxxxxx9193		March 2005 business debt		X		20,153.00
AMEX P.O. Box 297812 Fort Lauderdale, FL 33329	-	March 2005 business debt		X		120,270.22
Account No. xxxxxxxxxxxx4633		Subtotal (Total of this page)				
AMEX P.O.Box 297812 Fort Lauderdale, FL 33329	-					

Sheet no. 2 of 21 sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR  H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.						
<b>Anthony Reiner &amp; Vincent Vogler Two City Place Drive Suite 150 Saint Louis, MO 63141</b>	-	<b>attorney for Move Sales, Inc. 07SL-AC01478</b>				<b>Unknown</b>
Account No. xxxx0084		<b>business debt</b>		X		<b>20,683.00</b>
<b>Asset Acceptance, LLC P.O. Box 2036 Warren, MI 48090</b>	-	<b>business debt</b>		X		<b>4,072.00</b>
Account No. xxxx5824		<b>business debt</b>		X		<b>7,484.00</b>
<b>Asset Acceptance, LLC P.O. Box 2036 Warren, MI 48090</b>	-	<b>business debt</b>		X		<b>379.00</b>
Account No. 3891		<b>business debt</b>		X		<b>32,618.00</b>
<b>Asset Acceptance, LLC P.O. Box 2036 Warren, MI 48090</b>	-	<b>August 2007 business debt</b>		X		
Account No. xxxxxxxxxxxx9864						
<b>AT&amp;T P.O. Box 650661 Dallas, TX 75265-0661</b>	-					

Sheet no. 3 of 21 sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority ClaimsSubtotal  
(Total of this page)**32,618.00**

**B6F (Official Form 6F) (12/07) - Cont.**

In re **Alexander Thomas Kalk MD**,  
\_\_\_\_\_  
**Debtor**

Case No. \_\_\_\_\_

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODE H W J C T O R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxxx0747	-	business debt		X			188.00
AT&T Bankruptcy Department P.O. Box 769 Arlington, TX 76004	-	unknown business debt - advertising		X			7,204.00
Account No. xxxxxxxxxxxx-x0000	-	business debt - advertising St. Louis Magazine		X			4,804.00
AT&T Advertising & Publishing 9315 Olive Blvd Saint Louis, MO 63132-3211	-	July 2006 business debt		X			10,613.00
Account No.	-	April 2000 business debt		X			55,955.00
Attorney Recovery System 18757 Burbank Blvd Tarzana, CA 91356-6329	-						
Account No. xxxx-xxxx-xxxx-0852	-						
Bank of America P.O. Box 1390 Norfolk, VA 23501	-						
Account No. xxxx-xxxx-xxxx-6095	-						
Bank of America P.O. Box 17054 Wilmington, DE 19884	-						

Sheet no. 4 of 21 sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority Claims

Subtotal  
(Total of this page)

78,764.00

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR  H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxx-xxxx-xxxx-6095	-	April 2000 business debt	X			50,594.00
Bank of America 4060 Ogletown Stan DE5-019-03-07 Newark, DE 19713						
Account No. xxxx-xxxx-xxxx-0852	-	July 2006 business debt	X			10,613.00
Bank of America 4060 Ogletown Stan DE5-019-03-07 Newark, DE 19713						
Account No.	-	business debt lease for Alexander T. Kalk, MD, LLC	X			30,000.00
Bob Onder 711 Old Ballas Rd Saint Louis, MO 63141						
Account No. xxxx-xxxx-xxxx-0506	-	unknown business debt	X			4,360.00
Capital Management Services, LP 726 Exchange Street Suite 700 Buffalo, NY 14210						
Account No.	-		X			1,166.00
Central Credit Services, Inc. 70 Charleston Square Saint Charles, MO 63304-1603						
Sheet no. <u>5</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				96,733.00

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR  H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx-xxx0002	-	July 2007 business debt	X			68.00
Charter Business 941 Charter Commons Drive Chesterfield, MO 63017						
Account No. xxxx-xxxx-xxxx-1561	-	August 1998 business debt	X			15,449.07
Chase Bank USA N.A. 800 Brookside Blvd Westerville, OH 43081						
Account No. xxxxxxxxxxxx8190	-	February 2003 credit card	X			5,680.00
Chase-Pier1 800 Brookside Blvd Westerville, OH 43081						
Account No. xxxx-xxxx-xxxx-0506	-	June 2006 business debt	X			6,228.00
Chase/Bank One Card Service 800 Brookside Blvd Westerville, OH 43081						
Account No. xxxx-xxxx-xxxx-8364	-	business debt	X			18,785.00
CitiFinancial P.O. Box 70921 Charlotte, NC 29272						
Sheet no. <u>6</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)		<b>46,210.07</b>	

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR  H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxx-xxxx-xxxx-8417	-	March 2006 business debt	X			20,909.00
CitiFinancial P.O. Box 499 Hanover, MD 21076						
Account No. xxxx-xxxx-xxxx-8417	-	March 2006 business debt	X			20,909.00
CitiFinancial Retail Service 2035 W 4th St Tempe, AZ 85281						
Account No. xxxx-xxxx-xxxx-8364	-	3/24/2006 business debt	X			19,593.00
Citifinancial Retail Services P.O. Box 22060 Tempe, AZ 85285-2060						
Account No.	-	2/6/2008 3/13/2008 Guilty Plea City of Creve Coeur v. Alexander Kalk 08SL-MU00097 21st Judicial Circuit (St. Louis County)				50.00
City of Creve Coeur 300 N. Ballas Saint Louis, MO 63141						
Account No. xxxx-xxxx-xxxx-0852	-	business debt	X			10,429.00
Collectcorp 455 N. 3rd Street Suite 260 Phoenix, AZ 85004-2920						
Sheet no. <u>7</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)			<u>71,890.00</u>

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		business debt - advertising			X	192.00
Credit Management Services P.O. Box 931 Brookfield, WI 53008-0931	-	business debt		X		
Account No.		2/5/2008 default judgment De Lage Landen v. Alexander Kalk MD, LLC 4:08-cv-00179 US Dist Court Eastern Dist				5,680.00
De Lage Landen 1111 Old Eagle School Road Wayne, PA 19087	-	business debt				227,813.75
Account No.		business debt		X		0.00
Dispensing Solutions, Inc. 3000 West Warner Ave. Santa Ana, CA 92704	-					
Account No. xx8028				X		
Diversified Credit Service 900 South Highway Suite 210 Fenton, MO 63026	-			X		1,260.00
Sheet no. <u>8</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				<b>234,945.75</b>

**B6F (Official Form 6F) (12/07) - Cont.**

**In re            Alexander Thomas Kalk MD**

Case No.

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**Debtor**

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODE H W J C T O R	Husband, Wife, Joint, or Community			
			CONTINGENT	UNLIQUIDATED	DISPUTED
Account No. <b>xx8029</b>				X	
Diversified Credit Service 900 South Highway Suite 210 Fenton, MO 63026	-	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.			193.00
Account No.		3/12/2007 Other Final Disposition <b>business debt</b> Div Emp. Sec. v. Alexander Kalk MD, LLC 2107TJ-03188 21st Judicial Circuit (St. Louis County)			1,104.34
Division of Employment Security P.O. Box 3100 Jefferson City, MO 65104	-	Div Employment Security v. Alex Kalk 2107TJ-01050 21st Judicial Circuit (St. Louis County) 1/25/2007 Other Final Disposition			106.13
Account No.		Division of Employment Security v. Alexander T. Kalk 08SL-TJ01073 CC Transcript Judgment 21st Judicial Circuit (St. Louis County) Other Final Disposition			814.32
Division of Employment Security P.O. Box 3100 Jefferson City, MO 65104	-	1/24/2007 Default Judgment Dorchester v. Alex Kalk 0722-AC01379 22nd Judicial Circuit (City of St. Louis)			4,652.95
Dorchester 665 South Skinker Saint Louis, MO 63105	-				
Sheet no. <u>9</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)			<b>6,870.74</b>

Sheet no. 9 of 21 sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority Claims

Subtotal  
(Total of this page)

6 870 74

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.						
Dorchester 665 South Skinker Saint Louis, MO 63105	-	1/9/2008 1/9/2008 Other Final Disposition Dorchester v. Alex Kalk 0722-AC01379-01 22nd Judicial Circuit (City of St. Louis)				4,264.99
Account No. xxxxxxxxx1736		April 2006 credit card	X			
DSNB/Macys 9111 Duke Blvd Mason, OH 45040	-					2,197.00
Account No. xxxx-xxxx-xxxx-0595		November 2004 business debt	X			
Elan Financial Services P.O. Box 790084 Saint Louis, MO 63179-0084	-					1,572.00
Account No.		July 2007 business debt	X			
EMMIS St. Louis 1193 Reliable Parkway Chicago, IL 60686-0011	-					1,600.00
Account No. xx2554		August 2007 business debt	X			
Esse Health P.O. Box 23340 Saint Louis, MO 63156-3340	-					136.00
Sheet no. <u>10</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				9,769.99

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		credit card		X		
<b>Federated Retail Holdings 611 Olive Stret Saint Louis, MO 63101-1703</b>	-					<b>2,196.00</b>
Account No. xxxx-xxxx-xxxx-6095		business debt		X		
<b>FIA Card Services, N.A. Bank of America P.O. Box 15168 Wilmington, DE 19850-5168</b>	-					<b>50,186.00</b>
Account No. xxxxxx8435		September 2007		X		
<b>First Bank 560 Anglum Rd Hazelwood, MO 63042</b>	-					<b>557.00</b>
Account No. xxxxxx7483		business debt		X		
<b>Franklin Collection Service 2978 W Jackson St Tupelo, MS 38801</b>	-					<b>76.00</b>
Account No.		attorney for Southwest Bank, 07SL-CC00480				
<b>Gregory Herkert 8000 Maryland Ave. Suite 1060 Saint Louis, MO 63105</b>	-					<b>Unknown</b>
Sheet no. <u>11</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				<b>53,015.00</b>

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.						
Haar & Woods, LLP 1010 Market Street Suite 1620 Saint Louis, MO 63101	-	2007 legal fees		X		4,370.00
Account No. xxxxx8502		March 2007 business debt		X		853.00
Healthlink P.O. Box 66971-N Saint Louis, MO 63166	-	business debt - advertising		X		192.00
Account No.						
In The News 8517 Sunstate Street Tampa, FL 33634	-	legal fees		X		1,300.00
James W. Whitney, Jr. 100 South Brentwood Blvd Suite 250 Saint Louis, MO 63105	-	August 2006 credit card		X		4,806.00
Account No. 308883...						
Jareds Jewelers 375 Ghent Rd Akron, OH 44333	-					
Sheet no. <u>12</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)			11,521.00

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxx8990		business debt		X		18,966.00
Kansas Counselors P.O. Box 14765 Lenexa, KS 66285	-					
Account No. xxxxxx7246		August 2006 credit card		X		4,842.00
Kay Jewelers 375 Ghent Rd Akron, OH 44333-4601	-					
Account No.		lease				
King's Landing 618 N. New Ballas Rd Saint Louis, MO 63141	-					Unknown
Account No.		attorney fees from divorce				
Lee G. Kline 7777 Bonhomme Avenue Suite 1910 Saint Louis, MO 63105	-					Unknown
Account No. 6036321011794695		March 2006 credit card		X		1,163.00
Linen N Things/GEMB P.O. Box 981400 El Paso, TX 79998	-					
Sheet no. <u>13</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				24,971.00

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT X - -	UNLIQUIDATED X - -	DISPUTED - - -	AMOUNT OF CLAIM
Account No. xxxx-xxxx-xxxx-0506			business debt				
LTD Financial Services 7322 Southwest Fwy Suite 1600 Houston, TX 77074		-		X			6,228.00
Account No. xxxxxxxxxxxx4695							
LVNV Funding P.O. Box 10584 Greenville, SC 29603		-		X			1,363.00
Account No. xxxxxx0122			AmerenUE - utilities				
Medicredit Corp 3620 I 70 Dr SE Suite C Columbia, MO 65201		-		X			319.00
Account No. xxx6108			August 2006 business debt				
Merck P.O. Box 530429 Atlanta, GA 30353-0429		-		X			7,169.00
Account No. xxxxxxxxxxxx3832			business debt				
MidSouth Credit Bureau P.O. Box 1567 Paris, TN 38242-1567		-		X			100.00
Sheet no. <u>14</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims				Subtotal (Total of this page)			15,179.00

**B6F (Official Form 6F) (12/07) - Cont.**

In re **Alexander Thomas Kalk MD**  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODE H W J C T O R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.							
Move Sales, Inc. 30700 Russell Ranch Road Thousand Oaks, CA 91362	-	10/10/2007 2/26/2008 Default Judgment Move Sales v. Alexander Kalk, MD, LLC 07SL-AC01478 21st Judicial Circuit (St. Louis County)					Unknown
Account No.							
Move Sales, Inc. 30700 Russell Ranch Road Thousand Oaks, CA 91362	-	3/10/2008 3/10/2008 Other Final Disposition Move Sales v. Alexander Kalk, MD, LLC 07SL-AC01478-01 21st Judicial Circuit (St. Louis County)					2,495.91
Account No. xxxxxxxxxxxx3832	-	business debt		X			
MSCB, Inc. 1410 Industrial Park Rd Paris, TN 38242	-						100.00
Account No. xxxx5741	-	business debt		X			
NCO FIN/99 P.O. Box 15636 Wilmington, DE 19850	-						30.00
Account No.	-	business debt		X			
Neurometrix, Inc. 62 4th St Waltham, MA 02451	-						10,954.00

Sheet no. 15 of 21 sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority Claims

Subtotal  
(Total of this page)

12.570.91

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		attorney for Sumner Group, Inc., 2107AC-07311				
Nicholas Schopp 2 North Meramec Saint Louis, MO 63105	-					Unknown
Account No.		attorney for America Express Centurion Bank 08SL-AC30316				
Pamela Palmer 2301 Burlington Suite 270 Kansas City, MO 64116	-					Unknown
Account No. xxx0088		June 2007 business debt	X			12,462.00
PSS - Heartland 1671 East Kansas City Road Olathe, KS 66061	-					
Account No.			X			
Public Storage 701 Western Avenue Attn: Legal Dept. Glendale, CA 91201	-					128.00
Account No.		business debt	X			
Quill Corporation P.O. Box 94080 Palatine, IL 60094-4080	-					1,437.00
Sheet no. <u>16</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				14,027.00

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		attorney for Dorchester Apartments, 0722-AC01379				
Randall Gusdorf 225 S. Meramec Ave. Suite 1220 Saint Louis, MO 63105	-					Unknown
Account No.		attorney fees from divorce				
Richard J. Eisen Husch Blackwell Sanders The Plaza in Clayton Office Tower 190 Carondelet Plaza, Suite 600 Saint Louis, MO 63105	-					Unknown
Account No. xxxRxxxxxxxxx4348						
RJM Acq LLC 575 Underhill Blvd Suite 224 Syosset, NY 11791	-		X			169.00
Account No. xxRxxxxxxxxx1184						
RJM Acq LLC 575 Underhill Blvd Suite 224 Syosset, NY 11791	-		X			113.00
Account No.		lease business debt				
Scott Properties 1065 Executive Parkway Dr Saint Louis, MO 63141	-		X			Unknown
Sheet no. <u>17</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				282.00

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR  H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		business debt				
<b>Sononet 901 W. 43rd Street Kansas City, MO 64111</b>	-		X			<b>18,966.00</b>
Account No.		3/31/2008 Default Judgment business debt Southwest Bank v. Alexander Kalk MD, LLC 07SL-CC00480 21st Judicial Circuit (St. Louis County)				
<b>Southwest Bank 12452 Olive Street Road Kansas City, MO 64141</b>	-					<b>50,340.74</b>
Account No. xxxx3251		business debt				
<b>Southwest Credit Systems 5910 W Plano Parkway Suite 100 Plano, TX 75093-4638</b>	-		X			<b>188.00</b>
Account No.		business debt				
<b>St. John's Mercy Medical Center 615 S. New Ballas Road Saint Louis, MO 63141</b>	-		X			<b>Unknown</b>
Account No.		business debt - advertising				
<b>St. Louis Magazine 1600 S. Brentwood Blvd Suite 550 Saint Louis, MO 63144</b>	-		X			<b>4,804.00</b>
Sheet no. <u>18</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				<b>74,298.74</b>

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.						
<b>Sumner Group, Inc. 2121 Hampton Avenue Saint Louis, MO 63139</b>	-	<b>3/8/2007 6/13/2007 Default Judgment Sumner Group v. Alexander T. Kalk MD LLC 2107AC-07311 21st Judicial Circuit (St. Louis County)</b>				<b>1,762.43</b>
Account No. xxxxP-xxxxxx0626	-	<b>business debt</b>		X		<b>4,231.00</b>
<b>Transworld Systems 390 South Woods Mill Rd #345 Chesterfield, MO 63017</b>	-	<b>business debt</b>		X		<b>20,153.00</b>
Account No. xxxx-xxxxxx-x2002	-	<b>attorney fees from divorce</b>				<b>Unknown</b>
<b>W. Morris Taylor PC 231 S. Bemiston Suite 700 Saint Louis, MO 63105</b>	-					
Account No.	-			X		<b>169.00</b>
<b>Wachovia Bank, NA Credit Card Correspondence NC 8502 P.O. Box 563966 Charlotte, NC 28256</b>						
Sheet no. <u>19</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)			<b>26,315.43</b>

B6F (Official Form 6F) (12/07) - Cont.

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.						
<b>Wachovia Bank, NA Credit Card Correspondence NC 8502 P.O. Box 563966 Charlotte, NC 28256</b>	-					<b>113.00</b>
Account No.		<b>business debt</b>				
<b>Welcome Wagon 245 Newtown Rd Plainview, NY 11803</b>	-		X			<b>2,247.00</b>
Account No.		<b>athletic club membership</b>				
<b>Wellbridge Athletic Club 7620 Forsyth Blvd Saint Louis, MO 63105</b>	-		X			<b>176.00</b>
Account No. xxxxxxxxxxxx9213		<b>October 2004 credit card</b>				
<b>WFNNB/Arhaus Furniture 4590 E Broad St Columbus, OH 43213</b>	-		X			<b>12,442.00</b>
Account No. xxxxxxxxxxxx2659		<b>August 2006 credit card</b>				
<b>WFNNB/Z Gallerie 4590 E Broad St Columbus, OH 43213</b>	-		X			<b>3,431.00</b>
Sheet no. <u>20</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				<b>18,409.00</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Alexander Thomas Kalk MD, Case No. \_\_\_\_\_,  
Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No.		attorney fees from divorce				
William P. Grant Margulis Grant & Margulis, PC 11 S. Meramec Ave. #1330 Saint Louis, MO 63105	-					Unknown
Account No. FA0704000960162		Attorneys FIA Card Services arbitration				50,186.00
Wolf & Abramson, L.L.P. Two Irvington Centre 702 King Farm Blvd. Rockville, MD 20850	-					
Account No. xxx9455		August 2007 business debt	X			12,132.00
Worldwide Asset Purchasing 101 Convention Center St Suite 850 Las Vegas, NV 89109	-					
Account No.						
Account No.						
Sheet no. <u>21</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		Subtotal (Total of this page)				<b>62,318.00</b>
		Total (Report on Summary of Schedules)				<b>1,068,288.85</b>

In re

**Alexander Thomas Kalk MD**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,  
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.  
State whether lease is for nonresidential real property.  
State contract number of any government contract.

**Michael Shriftyelik  
2323 Woodson  
Apt. A  
Saint Louis, MO 63114**

**lease of residence**

**0**

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

In re Alexander Thomas Kalk MD,  
Debtor, Case No. \_\_\_\_\_

## SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

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NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

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**Alexander T. Kalk, MD, LLC  
dissolved in 2008**

**All Business Debt**

In re Alexander Thomas Kalk MD

Case No. \_\_\_\_\_

Debtor(s)

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S):	AGE(S):
<b>Divorced</b>	<b>None.</b>	
<b>Employment:</b>	<b>DEBTOR</b>	<b>SPOUSE</b>
Occupation	<b>unemployed</b>	
Name of Employer		
How long employed		
Address of Employer		

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)  
 2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>

## 3. SUBTOTAL

\$ <b>0.00</b>	\$ <b>N/A</b>
----------------	---------------

## 4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security  
 b. Insurance  
 c. Union dues  
 d. Other (Specify): **garnishment**

\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>640.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>

## 5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ <b>640.00</b>	\$ <b>N/A</b>
\$ <b>-640.00</b>	\$ <b>N/A</b>

## 6. TOTAL NET MONTHLY TAKE HOME PAY

7. Regular income from operation of business or profession or farm (Attach detailed statement)  
 8. Income from real property  
 9. Interest and dividends  
 10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above  
 11. Social security or government assistance  
 (Specify): **unemployment benefits**

\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>

## 12. Pension or retirement income

\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>

## 13. Other monthly income

\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>

(Specify):

\$ <b>0.00</b>	\$ <b>N/A</b>
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## 14. SUBTOTAL OF LINES 7 THROUGH 13

\$ <b>1,400.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>
\$ <b>0.00</b>	\$ <b>N/A</b>

## 15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ <b>760.00</b>	\$ <b>N/A</b>
\$ <b>760.00</b>	

## 16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

In re Alexander Thomas Kalk MD

Case No. \_\_\_\_\_

Debtor(s)

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$ <u>400.00</u>
a. Are real estate taxes included? Yes <u>  </u> No <u>X</u>	
b. Is property insurance included? Yes <u>  </u> No <u>X</u>	
2. Utilities:	
a. Electricity and heating fuel	\$ <u>235.00</u>
b. Water and sewer	\$ <u>0.00</u>
c. Telephone	\$ <u>90.00</u>
d. Other <u>                        </u>	\$ <u>0.00</u>
3. Home maintenance (repairs and upkeep)	\$ <u>0.00</u>
4. Food	\$ <u>100.00</u>
5. Clothing	\$ <u>50.00</u>
6. Laundry and dry cleaning	\$ <u>40.00</u>
7. Medical and dental expenses	\$ <u>150.00</u>
8. Transportation (not including car payments)	\$ <u>0.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$ <u>0.00</u>
10. Charitable contributions	\$ <u>0.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)	
a. Homeowner's or renter's	\$ <u>0.00</u>
b. Life	\$ <u>0.00</u>
c. Health	\$ <u>0.00</u>
d. Auto	\$ <u>0.00</u>
e. Other <u>                        </u>	\$ <u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) <u>                        </u>	\$ <u>0.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)	
a. Auto	\$ <u>0.00</u>
b. Other <u>                        </u>	\$ <u>0.00</u>
c. Other <u>                        </u>	\$ <u>0.00</u>
14. Alimony, maintenance, and support paid to others	\$ <u>2,908.00</u>
15. Payments for support of additional dependents not living at your home	\$ <u>0.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$ <u>0.00</u>
17. Other <u>                        </u>	\$ <u>0.00</u>
Other <u>                        </u>	\$ <u>0.00</u>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$ <u>3,973.00</u>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:	
20. STATEMENT OF MONTHLY NET INCOME	
a. Average monthly income from Line 15 of Schedule I	\$ <u>760.00</u>
b. Average monthly expenses from Line 18 above	\$ <u>3,973.00</u>
c. Monthly net income (a. minus b.)	\$ <u>-3,213.00</u>

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

In re Alexander Thomas Kalk MD

Debtor(s)

Case No.

Chapter

7

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 38 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date April 15, 2009Signature /s/ Alexander Thomas Kalk MD  
Alexander Thomas Kalk MD  
Debtor

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

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

In re Alexander Thomas Kalk MD

Debtor(s)

Case No.  
Chapter7

**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

*DEFINITIONS*

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

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**1. Income from employment or operation of business**

None  

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
<b>\$101,043.00</b>	<b>2008 St. Louis Top Docs, LLC</b>
<b>\$6,000.00</b>	<b>2007 Metropolitan Physician's Group</b>
<b>\$14,000.00</b>	<b>St. Louis Top Docs, LLC January 1 to February 21, 2009</b>

## 2. Income other than from employment or operation of business

None  State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
<b>\$4,560.00</b>	<b>Unemployment benefits</b>

## 3. Payments to creditors

None  *Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT STILL OWING
None <input checked="" type="checkbox"/> b. <i>Debtor whose debts are not primarily consumer debts:</i> List each payment or other transfer to any creditor made within <b>90 days</b> immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)		

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
None <input checked="" type="checkbox"/> c. <i>All debtors:</i> List all payments made within <b>one year</b> immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)			

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	-----------------	-------------	-----------------------

## 4. Suits and administrative proceedings, executions, garnishments and attachments

None  a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Alex Kalk v. Karen Miller 08SL-SC01291	AC Small Claims over \$100	21st Judicial Circuit (St. Louis County)	Dismiss by Court w/o Prejudice
American Express Centurion Bank v. Alex Kalk 09SL- TJ00381	CC Transcript Judgment	21st Judicial Circuit (St. Louis County)	Other Final Disposition - Judgment \$28,026.61
American Express Centurion Bank v. Alex Kalk 08SL- AC30316	AC Suit on Account	21st Judicial Circuit (St. Louis County)	Default Judgment - Judgment \$28,026.61 + 6% per annum interest
City of Creve Couer v. Alexander T. Kalk 08SL- MU00097	Criminal/Infarct.	21st Judicial Circuit (St. Louis County)	Guilty Plea \$50 fine

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
De Lage Landen v. Alexander Kalk MD, LLC 4:08-cv-00179	Contract Dispute	U.S. District Court Eastern District of Missouri	Default Judgment - \$227,813.75
Division of Employment Security v. Alexander T. Kalk 08SL-TJ01073	CC Transcript Judgment	21st Judicial Circuit (St. Louis County)	Other Final Disposition -- Judgment Owed \$814.32
Division of Employment Security v. Alexander T. Kalk, MD, LLC 2107TJ- 03188	CC Transcript Judgment	21st Judicial Circuit (St. Louis County)	Other Final Disposition -- \$1,104.34
Division of Employment Security v. Alexander T. Kalk, MD, LLC 2107TJ-01050	CC Transcript Judgment	21st Judicial Circuit (St. Louis County)	Other Final Disposition - \$106.13
Dorchester v. Alex Kalk 0722-AC01379-01	CC Transcript Judgment	22nd Judicial Circuit (City of St. Louis)	Other Final Disposition \$4264.99
Dorchester v. Alex Kalk 0722-AC01379	AC Breach of Contract	22nd Judicial Circuit (City of St. Louis)	Default Judgment \$4650.74
FIA Card Services NA v. Alex Kalk 08SL-CC03129	CC Other Miscellaneous Actions	21st Judicial Circuit (St. Louis County)	Dismiss by Court w/o Prejudice
FIA Card Services, N.A. fka MBNA America Bank, N.A. v. Alex Kalk FA0704000960162	Arbitration	National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405-0191	Award \$50,497.16
First Bank v. Alexander T. Kalk 09SL-AC08999	AC Tort Damage (Bulk)	21st Judicial Circuit (St. Louis County)	Not disposed
Julie K. Taylor Kalk v. Alexander T. Kalk 2106FC- 00574-01	FC Motion to Modify	21st Judicial Circuit (St. Louis County)	Dismiss by Court w/o Prejudice
Julie K. Taylor Kalk v. Alexander T. Kalk ED92095	AP Civil Appeal Circuit	Eastern Appellate	Case Disp-Voluntary Dismissal
Kings Landing Apartments v. Alex Kalk and Yuriy Shrifteylik 08SL-AC36896	AC Landlord Actions (Bulk)	21st Judicial Circuit (St. Louis County)	Tried by Court-Civil Dismissed as to Alex Kalk
Move Sales, Inc. v. Alexander Kalk, MD, LLC 07SL-AC01478-01	CC Transcript Judgment	21st Judicial Circuit (St. Louis County)	Other Final Disposition - \$2,495.91 balance due
Protection Order 09SL- PN00177	FC Adult Abuse Stalking	21st Judicial Circuit (St. Louis County)	Tried by Court - Civil Petitioner Attorney fees owed \$780.00
Sonoron, Inc. v. Alexander Kalk 0822-AC18576	AC Breach of Contract	22nd Judicial Circuit (City of St. Louis)	Dismissed by Parties
State of Missouri v. Alexander T. Kalk ED92326	AP Criminal Appeal Circuit	Eastern Appellate	Not Disposed
State of Missouri v. Alexander T. Kalk 2106R- 00934-02	Criminal/Infraction	21st Judicial Circuit (St. Louis County)	Jury Verdict - Guilty -- Judgment \$638.50
State of Missouri ex rel v. Alexander T. Kalk 09SL- AC05454	AC Delinquent State Taxes	21st Judicial Circuit (St. Louis County)	Dismissed by parties
Southwest Bank of St. Louis v. Alexander T. Kalk, MD 07SL-CC00480	CC Promissory Note	21st Judicial Circuit (St. Louis County)	Default Judgment \$50,340.74 Balance Due

CAPTION OF SUIT AND CASE NUMBER <b>Sumner Group, Inc. v. Alexander T. Kalk, MD, LLC 2107AC-07311</b>	NATURE OF PROCEEDING <b>AC Replevin</b>	COURT OR AGENCY AND LOCATION <b>21st Judicial Circuit (St. Louis County)</b>	STATUS OR DISPOSITION <b>Default Judgment - \$10, 634.37</b>
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- None  b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED <b>Julie Taylor 7446 Teasdale Saint Louis, MO 63130</b>	DATE OF SEIZURE <b>January 2009 to April 2009</b>	DESCRIPTION AND VALUE OF PROPERTY <b>Wages, unemployment benefits approximately \$4720</b>
--	--	--

#### **5. Repossessions, foreclosures and returns**

- None  List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
---	--	--------------------------------------

#### **6. Assignments and receiverships**

- None  a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None  b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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#### **7. Gifts**

- None  List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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**8. Losses**

- None  List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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**9. Payments related to debt counseling or bankruptcy**

- None  List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<b>HeplerBroom, LLC 103 W. Vandalia St. Suite 300 Edwardsville, IL 62025-0510</b>	<b>March 6, 2009 \$2,300</b>	<b>\$2,300</b>

**10. Other transfers**

- None  a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFeree, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None  b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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**11. Closed financial accounts**

- None  List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
<b>First Bank 560 Anglum Rd. Hazelwood, MO 63042</b>	<b>checking account 8435 (\$557.00)</b>	<b>2008</b>

## 12. Safe deposit boxes

None

- List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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## 13. Setoffs

None

- List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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## 14. Property held for another person

None

- List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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## 15. Prior address of debtor

None

- If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
618 N. New Ballas Road St. Louis, MO 63141	Alexander T. Kalk, MD	February 2008 to October 2008
665 S. Skinker Blvd. St. Louis, MO 63105	Alexander T. Kalk, MD	February 2007 to February 2008
19 Black Creek Lane St. Louis, MO 63124	Alexander T. Kalk, MD	February 2005 to February 2007

## 16. Spouses and Former Spouses

None

- If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

## 17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

- None  a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None  b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None  c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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#### **18 . Nature, location and name of business**

- None  a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO.		ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
NAME	(ITIN)/ COMPLETE EIN			
Alexander T. Kalk, MD, LLC	04-3798502	711 Old Ballas Road #110 Saint Louis, MO 63141	medical practice	October 2004 to December 2007

- None  b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

**19. Books, records and financial statements**

- None  a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS <b>Donald G. Sullivan H&amp;R Block 12734 Olive Blvd Saint Louis, MO 63141</b>	DATES SERVICES RENDERED <b>preparation of 2007 taxes</b>
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- None  b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
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- None  c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
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- None  d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
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**20. Inventories**

- None  a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
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- None  b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
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**21 . Current Partners, Officers, Directors and Shareholders**

- None  a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
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- None  b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
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**22 . Former partners, officers, directors and shareholders**

- None  a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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- None    b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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**23 . Withdrawals from a partnership or distributions by a corporation**

- None    ■ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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**24. Tax Consolidation Group.**

- None    ■ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
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**25. Pension Funds.**

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

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

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

Date April 15, 2009

Signature /s/ Alexander Thomas Kalk MD  
**Alexander Thomas Kalk MD**  
 Debtor

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

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

In re	<b>Alexander Thomas Kalk MD</b>	Case No.	
		Debtor(s)	
		Chapter	<b>7</b>

**CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION**

**PART A -** Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: <b>-NONE-</b>	<b>Describe Property Securing Debt:</b>
Property will be (check one): <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Surrendered      <input type="checkbox"/> Retained         </div>	
If retaining the property, I intend to (check at least one): <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Redeem the property  <input type="checkbox"/> Reaffirm the debt  <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).         </div>	
Property is (check one): <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claimed as Exempt      <input type="checkbox"/> Not claimed as exempt         </div>	

**PART B -** Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
Lessor's Name: <b>-NONE-</b>	<b>Describe Leased Property:</b>	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> YES      <input type="checkbox"/> NO         </div>

**I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.**

Date April 15, 2009

Signature /s/ Alexander Thomas Kalk MD

**Alexander Thomas Kalk MD**  
Debtor

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

In re Alexander Thomas Kalk MD

Debtor(s)

Case No.

Chapter

7

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

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

For legal services, I have agreed to accept.....	\$ <u>2,300.00</u>
Prior to the filing of this statement I have received.....	\$ <u>2,300.00</u>
Balance Due.....	\$ <u>0.00</u>

2. The source of the compensation paid to me was:

Debtor       Other (specify):

3. The source of compensation to be paid to me is:

Debtor       Other (specify):

4.  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.

5. 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]

**Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.**

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other 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.

Dated: April 15, 2009

/s/ Michael A. Becker

Michael A. Becker  
HeplerBroom  
800 Market St.  
Suite 2300  
St. Louis, MO 63101  
(314) 241-6160 Fax: (314) 241-6116  
Help@heplerbroom.com

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

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)  
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

### **1. Services Available from Credit Counseling Agencies**

**With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis.** The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

**In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge.** The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

### **2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**

#### **Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)**

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

#### **Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)**

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments

over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

### **Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)**

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

### **Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)**

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

### **3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials**

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

**WARNING:** Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

#### **Certificate of Attorney**

I hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

**Michael A. Becker**

Printed Name of Attorney

Address:

**800 Market St.**

**Suite 2300**

**St. Louis, MO 63101**

**(314) 241-6160**

**Help@heplerbroom.com**

**X /s/ Michael A. Becker**

Signature of Attorney

**April 15, 2009**

Date

#### **Certificate of Debtor**

I (We), the debtor(s), affirm that I (we) have received and read this notice.

**Alexander Thomas Kalk MD**

Printed Name(s) of Debtor(s)

Case No. (if known) \_\_\_\_\_

**X /s/ Alexander Thomas Kalk MD**

Signature of Debtor

**April 15, 2009**

Date

**X**

Signature of Joint Debtor (if any)

Date

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

In re Alexander Thomas Kalk MD

Debtor(s)

Case No.

Chapter

7

**VERIFICATION OF CREDITOR MATRIX**

The above named debtor(s) hereby certifies/certify under penalty of perjury that the attached list containing the names and addresses of my creditors (Matrix), consisting of 9 page(s) and is true, correct and complete.

/s/ Alexander Thomas Kalk MD  
**Alexander Thomas Kalk MD**  
Debtor

Dated: April 15, 2009

ABC30  
1215 Cole Street  
Saint Louis, MO 63106

Academy Collection Service  
10965 Decatur Rd  
Philadelphia, PA 19154-3210

ACB American, Inc.  
P.O. Box 2548  
Cincinnati, OH 45201-2548

Account Resolution Corp  
17600 Chesterfield  
Suite 201  
Chesterfield, MO 63005

Affiliated Credit Services  
418 Ensign St.  
Fort Morgan, CO 80701

Alan N. Zvibleman  
Capes, Sokol, Goodman & Sarachan, P.C.  
7701 Forsyth Blvd., 12th Floor  
Saint Louis, MO 63105

Alexander T. Kalk, MD, LLC

Allied Interstate, Inc.  
3000 Corporate Exchange  
Columbus, OH 43231

AmerenUE  
One Ameren Plaza  
Saint Louis, MO 63103

American Express  
P.O. Box 981537  
El Paso, TX 79998

American Express Centurion Bank  
777 American Express Way  
Fort Lauderdale, FL 33337

AMEX  
P.O. Box 297812  
Fort Lauderdale, FL 33329

AMEX  
P.O. Box 297812  
Fort Lauderdale, FL 33329

Anthony Reiner & Vincent Vogler  
Two City Place Drive  
Suite 150  
Saint Louis, MO 63141

Art Nissenbaum  
2016 Big Bend Blvd  
Saint Louis, MO 63117

Asset Acceptance, LLC  
P.O. Box 2036  
Warren, MI 48090

AT&T  
P.O. Box 650661  
Dallas, TX 75265-0661

AT&T  
Bankruptcy Department  
P.O. Box 769  
Arlington, TX 76004

AT&T Advertising & Publishing  
9315 Olive Blvd  
Saint Louis, MO 63132-3211

Attorney Recovery System  
18757 Burbank Blvd  
Tarzana, CA 91356-6329

Bank of America  
P.O. Box 1390  
Norfolk, VA 23501

Bank of America  
P.O. Box 17054  
Wilmington, DE 19884

Bank of America  
4060 Ogletown Stan  
DE5-019-03-07  
Newark, DE 19713

Bob Onder  
711 Old Ballas Rd  
Saint Louis, MO 63141

Capital Management Services, LP  
726 Exchange Street  
Suite 700  
Buffalo, NY 14210

Central Credit Services, Inc.  
70 Charleston Square  
Saint Charles, MO 63304-1603

Charter Business  
941 Charter Commons Drive  
Chesterfield, MO 63017

Chase Bank USA N.A.  
800 Brooksedge Blvd  
Westerville, OH 43081

Chase-Pier1  
800 Brooksedge Blvd  
Westerville, OH 43081

Chase/Bank One Card Service  
800 Brooksedge Blvd  
Westerville, OH 43081

CitiFinancial  
P.O. Box 70921  
Charlotte, NC 29272

CitiFinancial  
P.O. Box 499  
Hanover, MD 21076

CitiFinancial Retail Service  
2035 W 4th St  
Tempe, AZ 85281

Citifinancial Retail Services  
P.O. Box 22060  
Tempe, AZ 85285-2060

City of Creve Coeur  
300 N. Ballas  
Saint Louis, MO 63141

Collectcorp  
455 N. 3rd Street  
Suite 260  
Phoenix, AZ 85004-2920

Credit Management Services  
P.O. Box 931  
Brookfield, WI 53008-0931

Creditors Interchange  
80 Holtz Dr  
Buffalo, NY 14225

De Lage Landen  
1111 Old Eagle School Road  
Wayne, PA 19087

Dispensing Solutions, Inc.  
3000 West Warner Ave.  
Santa Ana, CA 92704

Diversified Credit Service  
900 South Highway  
Suite 210  
Fenton, MO 63026

Division of Employment Security  
P.O. Box 3100  
Jefferson City, MO 65104

Dorchester  
665 South Skinker  
Saint Louis, MO 63105

DSNB/Macys  
9111 Duke Blvd  
Mason, OH 45040

Elan Financial Services  
P.O. Box 790084  
Saint Louis, MO 63179-0084

EMMIS St. Louis  
1193 Reliable Parkway  
Chicago, IL 60686-0011

Esse Health  
P.O. Box 23340  
Saint Louis, MO 63156-3340

Family Support Division  
3418 Knipp Drive  
P.O. Box 1788  
Jefferson City, MO 65102-1788

Federated Retail Holdings  
611 Olive Street  
Saint Louis, MO 63101-1703

FIA Card Services, N.A.  
Bank of America  
P.O. Box 15168  
Wilmington, DE 19850-5168

First Bank  
560 Anglum Rd  
Hazelwood, MO 63042

Franklin Collection Service  
2978 W Jackson St  
Tupelo, MS 38801

Gregory Herkert  
8000 Maryland Ave.  
Suite 1060  
Saint Louis, MO 63105

Haar & Woods, LLP  
1010 Market Street  
Suite 1620  
Saint Louis, MO 63101

Healthlink  
P.O. Box 66971-N  
Saint Louis, MO 63166

In The News  
8517 Sunstate Street  
Tampa, FL 33634

James W. Whitney, Jr.  
100 South Brentwood Blvd  
Suite 250  
Saint Louis, MO 63105

Jareds Jewelers  
375 Ghent Rd  
Akron, OH 44333

Julie K. Taylor  
7446 Teasdale  
Saint Louis, MO 63130

Kansas Counselors  
P.O. Box 14765  
Lenexa, KS 66285

Kay Jewelers  
375 Ghent Rd  
Akron, OH 44333-4601

King's Landing  
618 N. New Ballas Rd  
Saint Louis, MO 63141

Lee G. Kline  
7777 Bonhomme Avenue  
Suite 1910  
Saint Louis, MO 63105

Linen N Things/GEMB  
P.O. Box 981400  
El Paso, TX 79998

LTD Financial Services  
7322 Southwest Fwy  
Suite 1600  
Houston, TX 77074

LVNV Funding  
P.O. Box 10584  
Greenville, SC 29603

Medicredit Corp  
3620 I 70 Dr SE  
Suite C  
Columbia, MO 65201

Merck  
P.O. Box 530429  
Atlanta, GA 30353-0429

Michael Shriftylelik  
2323 Woodson  
Apt. A  
Saint Louis, MO 63114

MidSouth Credit Bureau  
P.O. Box 1567  
Paris, TN 38242-1567

Missouri Department of Revenue  
P.O. Box 3375  
Jefferson City, MO 65105-3375

Move Sales, Inc.  
30700 Russell Ranch Road  
Thousand Oaks, CA 91362

MSCB, Inc.  
1410 Industrial Park Rd  
Paris, TN 38242

NCO FIN/99  
P.O. Box 15636  
Wilmington, DE 19850

Neurometrix, Inc.  
62 4th St  
Waltham, MA 02451

Nicholas Schopp  
2 North Meramec  
Saint Louis, MO 63105

Pamela Palmer  
2301 Burlington  
Suite 270  
Kansas City, MO 64116

Paule, Camazine & Blumenthal  
165 North Meramec Ave.  
Sixth Floor  
Saint Louis, MO 63105

PSS - Heartland  
1671 East Kansas City Road  
Olathe, KS 66061

Public Storage  
701 Western Avenue  
Attn: Legal Dept.  
Glendale, CA 91201

Quill Corporation  
P.O. Box 94080  
Palatine, IL 60094-4080

Randall Gusdorf  
225 S. Meramec Ave.  
Suite 1220  
Saint Louis, MO 63105

Richard J. Eisen  
Husch Blackwell Sanders  
The Plaza in Clayton Office Tower  
190 Carondelet Plaza, Suite 600  
Saint Louis, MO 63105

RJM Acq LLC  
575 Underhill Blvd  
Suite 224  
Syosset, NY 11791

Sarah S. Pleban  
2010 S. Big Bend Blvd  
Saint Louis, MO 63117

Scott Properties  
1065 Executive Parkway Dr  
Saint Louis, MO 63141

Sononet  
901 W. 43rd Street  
Kansas City, MO 64111

Southwest Bank  
12452 Olive Street Road  
Kansas City, MO 64141

Southwest Credit Systems  
5910 W Plano Parkway  
Suite 100  
Plano, TX 75093-4638

St. John's Mercy Medical Center  
615 S. New Ballas Road  
Saint Louis, MO 63141

St. Louis County Collector of Revenue  
41 South Central  
Saint Louis, MO 63105

St. Louis Magazine  
1600 S. Brentwood Blvd  
Suite 550  
Saint Louis, MO 63144

Sumner Group, Inc.  
2121 Hampton Avenue  
Saint Louis, MO 63139

Transworld Systems  
390 South Woods Mill Rd #345  
Chesterfield, MO 63017

United Recovery Systems  
P.O. Box 722929  
Houston, TX 77272-2929

W. Morris Taylor PC  
231 S. Bemiston  
Suite 700  
Saint Louis, MO 63105

Wachovia Bank, NA  
Credit Card Correspondence  
NC 8502  
P.O. Box 563966  
Charlotte, NC 28256

Welcome Wagon  
245 Newtown Rd  
Plainview, NY 11803

Wellbridge Athletic Club  
7620 Forsyth Blvd  
Saint Louis, MO 63105

WFNNB/Arhaus Furniture  
4590 E Broad St  
Columbus, OH 43213

WFNNB/Z Gallerie  
4590 E Broad St  
Columbus, OH 43213

William P. Grant  
Margulis Grant & Margulis, PC  
11 S. Meramec Ave. #1330  
Saint Louis, MO 63105

Wolf & Abramson, L.L.P.  
Two Irvington Centre  
702 King Farm Blvd.  
Rockville, MD 20850

Worldwide Asset Purchasing  
101 Convention Center St  
Suite 850  
Las Vegas, NV 89109

In re Alexander Thomas Kalk MD  
 Debtor(s)  
 Case Number: \_\_\_\_\_  
 (If known)

According to the information required to be entered on this statement  
 (check one box as directed in Part I, III, or VI of this statement):

- The presumption arises.
- The presumption does not arise.
- The presumption is temporarily inapplicable.

## CHAPTER 7 STATEMENT OF CURRENT MONTHLY INCOME AND MEANS-TEST CALCULATION

In addition to Schedules I and J, this statement must be completed by every individual chapter 7 debtor, whether or not filing jointly. Unless the exclusion in Line 1C applies, joint debtors may complete a single statement. If the exclusion in Line 1C applies, each joint filer must complete a separate statement.

### Part I. MILITARY AND NON-CONSUMER DEBTORS

1A	<p><b>Disabled Veterans.</b> If you are a disabled veteran described in the Declaration in this Part IA, (1) check the box at the beginning of the Declaration, (2) check the box for "The presumption does not arise" at the top of this statement, and (3) complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.</p> <p><input type="checkbox"/> <b>Declaration of Disabled Veteran.</b> By checking this box, I declare under penalty of perjury that I am a disabled veteran (as defined in 38 U.S.C. § 3741(1)) whose indebtedness occurred primarily during a period in which I was on active duty (as defined in 10 U.S.C. § 101(d)(1)) or while I was performing a homeland defense activity (as defined in 32 U.S.C. § 901(1)).</p>
1B	<p><b>Non-consumer Debtors.</b> If your debts are not primarily consumer debts, check the box below and complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.</p> <p><input checked="" type="checkbox"/> <b>Declaration of non-consumer debts.</b> By checking this box, I declare that my debts are not primarily consumer debts.</p>
1C	<p><b>Reservists and National Guard Members; active duty or homeland defense activity.</b> Members of a reserve component of the Armed Forces and members of the National Guard who were called to active duty (as defined in 10 U.S.C. § 101(d)(1)) after September 11, 2001, for a period of at least 90 days, or who have performed homeland defense activity (as defined in 32 U.S.C. § 901(1)) for a period of at least 90 days, are excluded from all forms of means testing during the time of active duty or homeland defense activity and for 540 days thereafter (the "exclusion period"). If you qualify for this temporary exclusion, (1) check the appropriate boxes and complete any required information in the Declaration of Reservists and National Guard Members below, (2) check the box for "The presumption is temporarily inapplicable" at the top of this statement, and (3) complete the verification in Part VIII. <b>During your exclusion period you are not required to complete the balance of this form, but you must complete the form no later than 14 days after the date on which your exclusion period ends, unless the time for filing a motion raising the means test presumption expires in your case before your exclusion period ends.</b></p> <p><input type="checkbox"/> <b>Declaration of Reservists and National Guard Members.</b> By checking this box and making the appropriate entries below, I declare that I am eligible for a temporary exclusion from means testing because, as a member of a reserve component of the Armed Forces or the National Guard</p> <p>a. <input type="checkbox"/> I was called to active duty after September 11, 2001, for a period of at least 90 days and  <input type="checkbox"/> I remain on active duty /or/  <input type="checkbox"/> I was released from active duty on _____, which is less than 540 days before this bankruptcy case was filed;</p> <p style="text-align: center;">OR</p> <p>b. <input type="checkbox"/> I am performing homeland defense activity for a period of at least 90 days /or/  <input type="checkbox"/> I performed homeland defense activity for a period of at least 90 days, terminating on _____, which is less than 540 days before this bankruptcy case was filed.</p>

## Part II. CALCULATION OF MONTHLY INCOME FOR § 707(b)(7) EXCLUSION

<b>Marital/filing status.</b> Check the box that applies and complete the balance of this part of this statement as directed.											
2	<p>a. <input type="checkbox"/> Unmarried. <b>Complete only Column A ("Debtor's Income") for Lines 3-11.</b></p> <p>b. <input type="checkbox"/> Married, not filing jointly, with declaration of separate households. By checking this box, debtor declares under penalty of perjury: "My spouse and I are legally separated under applicable non-bankruptcy law or my spouse and I are living apart other than for the purpose of evading the requirements of § 707(b)(2)(A) of the Bankruptcy Code." <b>Complete only column A ("Debtor's Income") for Lines 3-11.</b></p> <p>c. <input type="checkbox"/> Married, not filing jointly, without the declaration of separate households set out in Line 2.b above. <b>Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11.</b></p> <p>d. <input type="checkbox"/> Married, filing jointly. <b>Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11.</b></p>										
	All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.		<b>Column A</b> <b>Debtor's Income</b>								
3	<b>Gross wages, salary, tips, bonuses, overtime, commissions.</b>		\$ \$								
4	<b>Income from the operation of a business, profession or farm.</b> Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. <b>Do not include any part of the business expenses entered on Line b as a deduction in Part V.</b>										
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Debtor</th> <th style="text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a. Gross receipts</td> <td style="text-align: center;">\$      \$</td> </tr> <tr> <td style="text-align: center;">b. Ordinary and necessary business expenses</td> <td style="text-align: center;">\$      \$</td> </tr> <tr> <td style="text-align: center;">c. Business income</td> <td style="text-align: center;">Subtract Line b from Line a</td> </tr> </tbody> </table>		Debtor	Spouse	a. Gross receipts	\$      \$	b. Ordinary and necessary business expenses	\$      \$	c. Business income	Subtract Line b from Line a	\$ \$
Debtor	Spouse										
a. Gross receipts	\$      \$										
b. Ordinary and necessary business expenses	\$      \$										
c. Business income	Subtract Line b from Line a										
5	<b>Rents and other real property income.</b> Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 5. Do not enter a number less than zero. <b>Do not include any part of the operating expenses entered on Line b as a deduction in Part V.</b>										
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Debtor</th> <th style="text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a. Gross receipts</td> <td style="text-align: center;">\$      \$</td> </tr> <tr> <td style="text-align: center;">b. Ordinary and necessary operating expenses</td> <td style="text-align: center;">\$      \$</td> </tr> <tr> <td style="text-align: center;">c. Rent and other real property income</td> <td style="text-align: center;">Subtract Line b from Line a</td> </tr> </tbody> </table>		Debtor	Spouse	a. Gross receipts	\$      \$	b. Ordinary and necessary operating expenses	\$      \$	c. Rent and other real property income	Subtract Line b from Line a	\$ \$
Debtor	Spouse										
a. Gross receipts	\$      \$										
b. Ordinary and necessary operating expenses	\$      \$										
c. Rent and other real property income	Subtract Line b from Line a										
6	<b>Interest, dividends, and royalties.</b>										
7	<b>Pension and retirement income.</b>										
8	<b>Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose.</b> Do not include alimony or separate maintenance payments or amounts paid by your spouse if Column B is completed.										
9	<b>Unemployment compensation.</b> Enter the amount in the appropriate column(s) of Line 9. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below:										
	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ Spouse \$	\$ \$								
10	<b>Income from all other sources.</b> Specify source and amount. If necessary, list additional sources on a separate page. <b>Do not include alimony or separate maintenance payments paid by your spouse if Column B is completed, but include all other payments of alimony or separate maintenance.</b> Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.										
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Debtor</th> <th style="text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.     </td> <td style="text-align: center;">\$      \$</td> </tr> <tr> <td style="text-align: center;">b.     </td> <td style="text-align: center;">\$      \$</td> </tr> </tbody> </table>		Debtor	Spouse	a.	\$      \$	b.	\$      \$	\$ \$		
Debtor	Spouse										
a.	\$      \$										
b.	\$      \$										
	Total and enter on Line 10										
11	<b>Subtotal of Current Monthly Income for § 707(b)(7).</b> Add Lines 3 thru 10 in Column A, and, if Column B is completed, add Lines 3 through 10 in Column B. Enter the total(s).										
			\$ \$								

12	<b>Total Current Monthly Income for § 707(b)(7).</b> If Column B has been completed, add Line 11, Column A to Line 11, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 11, Column A.	\$
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### Part III. APPLICATION OF § 707(b)(7) EXCLUSION

13	<b>Annualized Current Monthly Income for § 707(b)(7).</b> Multiply the amount from Line 12 by the number 12 and enter the result.	\$
14	<b>Applicable median family income.</b> Enter the median family income for the applicable state and household size. (This information is available by family size at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court.) a. Enter debtor's state of residence: _____ b. Enter debtor's household size: _____	\$
15	<b>Application of Section 707(b)(7).</b> Check the applicable box and proceed as directed. <input type="checkbox"/> <b>The amount on Line 13 is less than or equal to the amount on Line 14.</b> Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete Part VIII; do not complete Parts IV, V, VI or VII. <input type="checkbox"/> <b>The amount on Line 13 is more than the amount on Line 14.</b> Complete the remaining parts of this statement.	

**Complete Parts IV, V, VI, and VII of this statement only if required. (See Line 15.)**

### Part IV. CALCULATION OF CURRENT MONTHLY INCOME FOR § 707(b)(2)

16	Enter the amount from Line 12.	\$
17	<b>Marital adjustment.</b> If you checked the box at Line 2.c, enter on Line 17 the total of any income listed in Line 11, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If you did not check box at Line 2.c, enter zero. a. _____ \$ _____ b. _____ \$ _____ c. _____ \$ _____ d. _____ \$ _____	\$
	Total and enter on Line 17	\$
18	<b>Current monthly income for § 707(b)(2).</b> Subtract Line 17 from Line 16 and enter the result.	\$

### Part V. CALCULATION OF DEDUCTIONS FROM INCOME

#### Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)

19A	<b>National Standards: food, clothing and other items.</b> Enter in Line 19A the "Total" amount from IRS National Standards for Food, Clothing and Other Items for the applicable household size. (This information is available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court.)	\$								
19B	<b>National Standards: health care.</b> Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court.) Enter in Line b1 the number of members of your household who are under 65 years of age, and enter in Line b2 the number of members of your household who are 65 years of age or older. (The total number of household members must be the same as the number stated in Line 14b.) Multiply Line a1 by Line b1 to obtain a total amount for household members under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for household members 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 19B. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 50%;">Household members under 65 years of age</th> <th style="text-align: center; width: 50%;">Household members 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td>a1. Allowance per member</td> <td>a2. Allowance per member</td> </tr> <tr> <td>b1. Number of members</td> <td>b2. Number of members</td> </tr> <tr> <td>c1. Subtotal</td> <td>c2. Subtotal</td> </tr> </tbody> </table>	Household members under 65 years of age	Household members 65 years of age or older	a1. Allowance per member	a2. Allowance per member	b1. Number of members	b2. Number of members	c1. Subtotal	c2. Subtotal	\$
Household members under 65 years of age	Household members 65 years of age or older									
a1. Allowance per member	a2. Allowance per member									
b1. Number of members	b2. Number of members									
c1. Subtotal	c2. Subtotal									
20A	<b>Local Standards: housing and utilities; non-mortgage expenses.</b> Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and household size. (This information is available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court).	\$								

20B	<b>Local Standards: housing and utilities; mortgage/rent expense.</b> Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and household size (this information is available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 42; subtract Line b from Line a and enter the result in Line 20B. <b>Do not enter an amount less than zero.</b>		
	a.	IRS Housing and Utilities Standards; mortgage/rental expense	\$
	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 42	\$
	c.	Net mortgage/rental expense	Subtract Line b from Line a.
21	<b>Local Standards: housing and utilities; adjustment.</b> If you contend that the process set out in Lines 20A and 20B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:		\$
22A	<b>Local Standards: transportation; vehicle operation/public transportation expense.</b> You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 8. <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more. If you checked 0, enter on Line 22A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 22A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court.)		\$
22B	<b>Local Standards: transportation; additional public transportation expense.</b> If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 22B the "Public Transportation" amount from IRS Local Standards: Transportation. (This amount is available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court.)		\$
23	<b>Local Standards: transportation ownership/lease expense; Vehicle 1.</b> Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 42; subtract Line b from Line a and enter the result in Line 23. <b>Do not enter an amount less than zero.</b>		\$
	a.	IRS Transportation Standards, Ownership Costs	\$
	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 42	\$
	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.
24	<b>Local Standards: transportation ownership/lease expense; Vehicle 2.</b> Complete this Line only if you checked the "2 or more" Box in Line 23. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 42; subtract Line b from Line a and enter the result in Line 24. <b>Do not enter an amount less than zero.</b>		\$
	a.	IRS Transportation Standards, Ownership Costs	\$
	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42	\$
	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.
25	<b>Other Necessary Expenses: taxes.</b> Enter the total average monthly expense that you actually incur for all federal, state and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social security taxes, and Medicare taxes. <b>Do not include real estate or sales taxes.</b>		\$
26	<b>Other Necessary Expenses: involuntary deductions for employment.</b> Enter the total average monthly payroll deductions that are required for your employment, such as retirement contributions, union dues, and uniform costs. <b>Do not include discretionary amounts, such as voluntary 401(k) contributions.</b>		\$

27	<b>Other Necessary Expenses: life insurance.</b> Enter total average monthly premiums that you actually pay for term life insurance for yourself. <b>Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.</b>	\$
28	<b>Other Necessary Expenses: court-ordered payments.</b> Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. <b>Do not include payments on past due obligations included in Line 44.</b>	\$
29	<b>Other Necessary Expenses: education for employment or for a physically or mentally challenged child.</b> Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.	\$
30	<b>Other Necessary Expenses: childcare.</b> Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. <b>Do not include other educational payments.</b>	\$
31	<b>Other Necessary Expenses: health care.</b> Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 19B. <b>Do not include payments for health insurance or health savings accounts listed in Line 34.</b>	\$
32	<b>Other Necessary Expenses: telecommunication services.</b> Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service - to the extent necessary for your health and welfare or that of your dependents. <b>Do not include any amount previously deducted.</b>	\$
33	<b>Total Expenses Allowed under IRS Standards.</b> Enter the total of Lines 19 through 32.	\$

### Subpart B: Additional Living Expense Deductions

**Note: Do not include any expenses that you have listed in Lines 19-32**

34	<b>Health Insurance, Disability Insurance, and Health Savings Account Expenses.</b> List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents.		
	a.	Health Insurance	\$
	b.	Disability Insurance	\$
	c.	Health Savings Account	\$
Total and enter on Line 34.			
<b>If you do not actually expend this total amount,</b> state your actual total average monthly expenditures in the space below:			\$
35	<b>Continued contributions to the care of household or family members.</b> Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses.		
36	<b>Protection against family violence.</b> Enter the total average reasonably necessary monthly expenses that you actually incurred to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.		
37	<b>Home energy costs.</b> Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities, that you actually expend for home energy costs. <b>You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.</b>		
38	<b>Education expenses for dependent children less than 18.</b> Enter the total average monthly expenses that you actually incur, not to exceed \$137.50 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. <b>You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.</b>		

39	<b>Additional food and clothing expense.</b> Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court.) <b>You must demonstrate that the additional amount claimed is reasonable and necessary.</b>	\$
40	<b>Continued charitable contributions.</b> Enter the amount that you will continue to contribute in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2).	\$
41	<b>Total Additional Expense Deductions under § 707(b).</b> Enter the total of Lines 34 through 40	\$

### Subpart C: Deductions for Debt Payment

42	<b>Future payments on secured claims.</b> For each of your debts that is secured by an interest in property that you own, list the name of the creditor, identify the property securing the debt, and state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 42.					\$
		Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?	
	a.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no	
				Total: Add Lines		\$
43	<b>Other payments on secured claims.</b> If any of debts listed in Line 42 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 42, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.					\$
		Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount		
	a.			\$		
				Total: Add Lines		\$
44	<b>Payments on prepetition priority claims.</b> Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. <b>Do not include current obligations, such as those set out in Line 28.</b>					\$
	<b>Chapter 13 administrative expenses.</b> If you are eligible to file a case under Chapter 13, complete the following chart, multiply the amount in line a by the amount in line b, and enter the resulting administrative expense.					\$
45	a.	Projected average monthly Chapter 13 plan payment.	\$			
	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at <a href="http://www.usdoj.gov/ust/">www.usdoj.gov/ust/</a> or from the clerk of the bankruptcy court.)	x			
	c.	Average monthly administrative expense of Chapter 13 case	Total: Multiply Lines a and b			\$
46	<b>Total Deductions for Debt Payment.</b> Enter the total of Lines 42 through 45.					\$

### Subpart D: Total Deductions from Income

47	<b>Total of all deductions allowed under § 707(b)(2).</b> Enter the total of Lines 33, 41, and 46.	\$
----	--	----

## Part VI. DETERMINATION OF § 707(b)(2) PRESUMPTION

48	<b>Enter the amount from Line 18 (Current monthly income for § 707(b)(2))</b>	\$
49	<b>Enter the amount from Line 47 (Total of all deductions allowed under § 707(b)(2))</b>	\$
50	<b>Monthly disposable income under § 707(b)(2).</b> Subtract Line 49 from Line 48 and enter the result.	\$
51	<b>60-month disposable income under § 707(b)(2).</b> Multiply the amount in Line 50 by the number 60 and enter the result.	\$

52	<p><b>Initial presumption determination.</b> Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> <b>The amount on Line 51 is less than \$6,575.</b> Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII. Do not complete the remainder of Part VI.</p> <p><input type="checkbox"/> <b>The amount set forth on Line 51 is more than \$10,950</b> Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII. Do not complete the remainder of Part VI.</p> <p><input type="checkbox"/> <b>The amount on Line 51 is at least \$6,575, but not more than \$10,950.</b> Complete the remainder of Part VI (Lines 53 through 55).</p>																			
53	Enter the amount of your total non-priority unsecured debt	\$																		
54	Threshold debt payment amount. Multiply the amount in Line 53 by the number 0.25 and enter the result.	\$																		
55	<p><b>Secondary presumption determination.</b> Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> <b>The amount on Line 51 is less than the amount on Line 54.</b> Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII.</p> <p><input type="checkbox"/> <b>The amount on Line 51 is equal to or greater than the amount on Line 54.</b> Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII.</p>																			
<b>Part VII. ADDITIONAL EXPENSE CLAIMS</b>																				
56	<p><b>Other Expenses.</b> List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th></th> <th>Expense Description</th> <th style="text-align: right;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>c.</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>d.</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td align="right" colspan="2">Total: Add Lines a, b, c, and d</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>			Expense Description	Monthly Amount	a.		\$	b.		\$	c.		\$	d.		\$	Total: Add Lines a, b, c, and d		\$
	Expense Description	Monthly Amount																		
a.		\$																		
b.		\$																		
c.		\$																		
d.		\$																		
Total: Add Lines a, b, c, and d		\$																		
<b>Part VIII. VERIFICATION</b>																				
57	<p>I declare under penalty of perjury that the information provided in this statement is true and correct. (<i>If this is a joint case, both debtors must sign.</i>)</p> <p>Date: <u>April 15, 2009</u></p> <p>Signature: <u>/s/ Alexander Thomas Kalk MD</u>  <u>Alexander Thomas Kalk MD</u>  <u>(Debtor)</u></p>																			

09-43336 Alexander Thomas Kalk, MD

Case type: bk Chapter: 7 Asset: No Vol: v Judge: Charles E. Rendlen III

Date filed: 04/15/2009 Date of last filing: 04/20/2009

Michael A. Becker

Hepler Broom

800 Market Street

Suite 2300

St. Louis, MO 63101

(314) 241-6160

(314) 241-6116 (fax)

mab@heplerbroom.com

Assigned: 04/15/2009 representing Alexander Thomas Kalk, MD

2323 Woodson

Apt. C

Saint Louis, MO 63114

(Debtor)

Patrick J. Boyle

Gunn and Gunn

11901 Olive Blvd., Ste. 312

PO Box 419002

St. Louis, MO 63141

(314) 432-4550

pjbatty@aol.com

Assigned: 04/17/2009 representing First Bank

PO Box 419002

St. Louis, MO 63141

(Creditor)

#### Case Summary

Office: St. Louis         Filed: 04/15/2009

County: St. Louis County         Terminated:

Fee: Paid         Debtor discharged:

Origin: 0         Reopened:

Previous term:         Converted:

Debtor dismissed:

Joint: n Confirmation hearing:

Nature of debt: business

Pending status: Awaiting 341 Meeting

Flags: DebtEd

Trustee: Office of U.S. Trustee         City: St. Louis         Phone: (314) 539-2976         Email:  
USTPRegion13.SL.ECF@USDOJ.gov

Trustee: A. Thomas DeWoskin         City: St. Louis         Phone: (314) 889-7128         Email:  
trecf@dmfirm.com

Party 1: Alexander Thomas Kalk, MD (xxx-xx-7684) (Debtor)

Atty: Michael A. Becker              Represents party 1: Debtor

Phone: (314) 241-6160

Fax: (314) 241-6116

Email: mab@heplerbroom.com

Location of case files:

Volume: CS1

The case file may be available.

Creditors

ABC30

1215 Cole Street

Saint Louis, MO 63106 (7446450)

(cr)

Academy Collection Service

10965 Decatur Rd

Philadelphia, PA 19154-3210 (7446451)

(cr)

ACB American, Inc.

P.O. Box 2548

Cincinnati, OH 45201-2548 (7446452)

(cr)

Account Resolution Corp

17600 Chesterfield

Suite 201

Chesterfield, MO 63005 (7446453)

(cr)

Affiliated Credit Services

418 Ensign St.

Fort Morgan, CO 80701 (7446454)

(cr)

Alan N. Zvibleman

Capes, Sokol, Goodman & Sarachan, P.C.

7701 Forsyth Blvd., 12th Floor

Saint Louis, MO 63105 (7446455)

(cr)

Alexander T. Kalk, MD, LLC (7446456)

(cr)

Allied Interstate, Inc.

3000 Corporate Exchange

Columbus, OH 43231 (7446457)

(cr)

AmerenUE

One Ameren Plaza

Saint Louis, MO 63103 (7446458)

(cr)

American Express

P.O. Box 981537

El Paso, TX 79998 (7446459)

(cr)

American Express Centurion Bank

777 American Express Way

Fort Lauderdale, FL 33337 (7446460)

(cr)

AMEX

P.O. Box 297812

Fort Lauderdale, FL 33329 (7446461)

(cr)

AMEX

P.O.Box 297812

Fort Lauderdale, FL 33329 (7446462)

(cr)

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Suite 150

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(cr)

Art Nissenbaum

2016 Big Bend Blvd

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Asset Acceptance, LLC

P.O. Box 2036

Warren, MI 48090 (7446465)

(cr)

AT&T

P.O. Box 650661

Dallas, TX 75265-0661 (7446466)

(cr)

AT&T

Bankruptcy Department

P.O. Box 769

Arlington, TX 76004 (7446467)

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AT&T Advertising & Publishing

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Saint Louis, MO 63132-3211 (7446468)

(cr)

Attorney Recovery System

18757 Burbank Blvd

Tarzana, CA 91356-6329 (7446469)

(cr)

Bank of America

P.O. Box 1390

Norfolk, VA 23501 (7446470)

(cr)

Bank of America

P.O. Box 17054

Wilmington, DE 19884 (7446471)

(cr)

Bank of America

4060 Ogletown Stan

DE5-019-03-07

Newark, DE 19713 (7446472)

(cr)

Bob Onder

711 Old Ballas Rd

Saint Louis, MO 63141 (7446473)

(cr)

Capital Management Services, LP

726 Exchange Street

Suite 700

Buffalo, NY 14210 (7446474)

(cr)

Central Credit Services, Inc.

70 Charleston Square

Saint Charles, MO 63304-1603 (7446475)

(cr)

Charter Business

941 Charter Commons Drive

Chesterfield, MO 63017 (7446476)

(cr)

Chase Bank USA N.A.

800 Brookside Blvd

Westerville, OH 43081 (7446477)

(cr)

Chase-Pier1

800 Brookside Blvd

Westerville, OH 43081 (7446478)

(cr)

Chase/Bank One Card Service

800 Brookside Blvd

Westerville, OH 43081 (7446479)

(cr)

CitiFinancial

P.O. Box 70921

Charlotte, NC 29272 (7446480)

(cr)

CitiFinancial

P.O. Box 499

Hanover, MD 21076 (7446481)

(cr)

CitiFinancial Retail Service

2035 W 4th St

Tempe, AZ 85281 (7446482)

(cr)

Citifinancial Retail Services

P.O. Box 22060

Tempe, AZ 85285-2060 (7446483)

(cr)

City of Creve Coeur

300 N. Ballas

Saint Louis, MO 63141 (7446484)

(cr)

Collectcorp

455 N. 3rd Street

Suite 260

Phoenix, AZ 85004-2920 (7446485)

(cr)

Credit Management Services

P.O. Box 931

Brookfield, WI 53008-0931 (7446486)

(cr)

Creditors Interchange

80 Holtz Dr

Buffalo, NY 14225 (7446487)

(cr)

De Lage Landen

1111 Old Eagle School Road

Wayne, PA 19087 (7446488)

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Dispensing Solutions, Inc.

3000 West Warner Ave.

Santa Ana, CA 92704 (7446489)

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Diversified Credit Service

900 South Highway

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Fenton, MO 63026 (7446490)

(cr)

Division of Employment Security

P.O. Box 3100

Jefferson City, MO 65104 (7446491)

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Dorchester

665 South Skinker

Saint Louis, MO 63105 (7446492)

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DSNB/Macys

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Mason, OH 45040 (7446493)

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Saint Louis, MO 63179-0084 (7446494)

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EMMIS St. Louis

1193 Reliable Parkway

Chicago, IL 60686-0011 (7446495)

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Esse Health

P.O. Box 23340

Saint Louis, MO 63156-3340 (7446496)

(cr)

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P.O. Box 1788

Jefferson City, MO 65102-1788 (7446497)

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Federated Retail Holdings

611 Olive Street

Saint Louis, MO 63101-1703 (7446498)

(cr)

FIA Card Services, N.A.

Bank of America

P.O. Box 15168

Wilmington, DE 19850-5168 (7446499)

(cr)

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560 Anglum Rd

Hazelwood, MO 63042 (7446500)

(cr)

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2978 W Jackson St

Tupelo, MS 38801 (7446501)

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Haar & Woods, LLP

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Saint Louis, MO 63101 (7446503)

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Healthlink

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Linen N Things/GEMB

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El Paso, TX 79998 (7446513)

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LTD Financial Services

7322 Southwest Fwy

Suite 1600

Houston, TX 77074 (7446514)

(cr)

LVNV Funding

P.O. Box 10584

Greenville, SC 29603 (7446515)

(cr)

Medicredit Corp

3620 I 70 Dr SE

Suite C

Columbia, MO 65201 (7446516)

(cr)

Merck

P.O. Box 530429

Atlanta, GA 30353-0429 (7446517)

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Michael Shrifyelik

2323 Woodson

Apt. A

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MidSouth Credit Bureau

P.O. Box 1567

Paris, TN 38242-1567 (7446519)

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Missouri Department of Revenue

P.O. Box 475

Jefferson City, MO 65105 (7446520)

(cr)

Move Sales, Inc.

30700 Russell Ranch Road

Thousand Oaks, CA 91362 (7446521)

(cr)

MSCB, Inc.

1410 Industrial Park Rd

Paris, TN 38242 (7446522)

(cr)

NCO FIN/99

P.O. Box 15636

Wilmington, DE 19850 (7446523)

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Neurometrix, Inc.

62 4th St

Waltham, MA 02451 (7446524)

(cr)

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Pamela Palmer

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Paule, Camazine & Blumenthal

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Sixth Floor

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(cr)

PSS - Heartland

1671 East Kansas City Road

Olathe, KS 66061 (7446528)

(cr)

Public Storage

701 Western Avenue

Attn: Legal Dept.

Glendale, CA 91201 (7446529)

(cr)

Quill Corporation

P.O. Box 94080

Palatine, IL 60094-4080 (7446530)

(cr)

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Richard J. Eisen

Husch Blackwell Sanders

The Plaza in Clayton Office Tower

190 Carondelet Plaza, Suite 600

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(cr)

Sononet

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Kansas City, MO 64111 (7446536)

(cr)

Southwest Bank

12452 Olive Street Road

Kansas City, MO 64141 (7446537)

(cr)

Southwest Credit Systems

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Suite 100

Plano, TX 75093-4638 (7446538)

(cr)

St. John's Mercy Medical Center

615 S. New Ballas Road

Saint Louis, MO 63141 (7446539)

(cr)

St. Louis County Collector of Revenue

41 South Central

Saint Louis, MO 63105 (7446540)

(cr)

St. Louis Magazine

1600 S. Brentwood Blvd

Suite 550

Saint Louis, MO 63144 (7446541)

(cr)

Sumner Group, Inc.

2121 Hampton Avenue

Saint Louis, MO 63139 (7446542)

(cr)

Transworld Systems

390 South Woods Mill Rd #345

Chesterfield, MO 63017 (7446543)

(cr)

United Recovery Systems

P.O. Box 722929

Houston, TX 77272-2929 (7446544)

(cr)

W. Morris Taylor PC

231 S. Bemiston

Suite 700

Saint Louis, MO 63105 (7446545)

(cr)

Wachovia Bank, NA

Credit Card Correspondence

NC 8502

P.O. Box 563966

Charlotte, NC 28256 (7446546)

(cr)

Welcome Wagon

245 Newtown Rd

Plainview, NY 11803 (7446547)

(cr)

Wellbridge Athletic Club

7620 Forsyth Blvd

Saint Louis, MO 63105 (7446548)

(cr)

WFNNB/Arhaus Furniture

4590 E Broad St

Columbus, OH 43213 (7446549)

(cr)

WFNNB/Z Gallerie

4590 E Broad St

Columbus, OH 43213 (7446550)

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William P. Grant

Margulis Grant & Margulis, PC

11 S. Meramec Ave. #1330

Saint Louis, MO 63105 (7446551)

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Wolf & Abramson, L.L.P.

Two Irvington Centre  
702 King Farm Blvd.  
Rockville, MD 20850 (7446552)

(cr)  
Worldwide Asset Purchasing  
101 Convention Center St  
Suite 850  
Las Vegas, NV 89109 (7446553)

(cr)  
Assigned to: Judge Charles E. Rendlen III  
Chapter 7  
Voluntary  
No asset

Date filed: 04/15/2009

Debtor  
Alexander Thomas Kalk, MD  
2323 Woodson  
Apt. C  
Saint Louis, MO 63114  
SSN / ITIN: xxx-xx-7684

represented by Michael A. Becker

Hepler Broom

800 Market Street

Suite 2300

St. Louis, MO 63101

(314) 241-6160

Fax : (314) 241-6116

Email: mab@heplerbroom.com

Trustee

A. Thomas DeWoskin

Danna McKitrick, PC

150 N. Meramec, 4th Fl.

St. Louis, MO 63105

(314) 889-7128

U.S. Trustee

Office of U.S. Trustee

111 South Tenth Street

Suite 6353

St. Louis, MO 63102

(314) 539-2976

Filing Date # Docket Text

04/15/2009 1 Chapter 7 Voluntary Petition, Schedules and Statements . Fee Amount \$299 Filed by Alexander Thomas Kalk MD Government Proof of Claim due by 10/13/2009. (Becker, Michael) (Entered: 04/15/2009)

04/15/2009 3 Certificate of Credit Counseling for Alexander Kalk Filed by Debtor Alexander Thomas Kalk MD. (Becker, Michael) (Entered: 04/15/2009)

04/15/2009 4 Meeting of Creditors with 341(a) meeting to be held on 05/19/2009 at 10:30 AM at U.S. Trustee Meeting Room, Room 1.310. Objections for Discharge due by 07/20/2009. (admin, ) (Entered: 04/15/2009)

04/15/2009 5 Receipt of filing fee for Voluntary Petition (Chapter 7)(09-43336) [misc,volp7a] ( 299.00). Receipt number 5047134, amount \$ 299.00. (U.S. Treasury) (Entered: 04/15/2009)

04/17/2009 6 Notice of Appearance and Request for Notice by Patrick J. Boyle Filed by Creditor First Bank. (Boyle, Patrick) (Entered: 04/17/2009)

04/17/2009 7 BNC Certificate of Mailing - Meeting of Creditors Service Date 04/17/2009. (Related Doc # 4 ) (Admin.) (Entered: 04/18/2009)

04/20/2009 8 Meeting of Creditors 341(a) meeting to be held on 5/19/2009 at 10:30 AM at U.S. Trustee Meeting Room, Room 1.310. Last day to oppose discharge or dischargeability is 7/20/2009. (craj) (Entered: 04/20/2009)

#### Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 04/15/2009 at 08:47 AM and filed on 04/15/2009.

Alexander Thomas Kalk, MD

2323 Woodson

Apt. C

Saint Louis, MO 63114

SSN / ITIN: xxx-xx-7684

The case was filed by the debtor's attorney:      The bankruptcy trustee is:

Michael A. Becker

Hepler Broom

800 Market Street

Suite 2300

St. Louis, MO 63101

(314) 241-6160

A. Thomas DeWoskin

Danna McKitrick, PC

150 N. Meramec, 4th Fl.

St. Louis, MO 63105

(314) 889-7128

The case was assigned case number 09-43336 to Judge Charles E. Rendlen.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our Internet home page <http://www.moeb.uscourts.gov/> or at the Clerk's Office, 111 South Tenth Street, Fourth Floor, St. Louis, MO 63102.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Dana C. McWay

Clerk, U.S. Bankruptcy Court

Certificate Number: 01450-MOE-DE-007314074

Bankruptcy Case Number: 09-43336

### **CERTIFICATE OF DEBTOR EDUCATION**

I certify that on June 9, 2009, at 2:39 o'clock PM CDT,

Alex Kalk completed a course on personal financial management given by telephone by  
Consumer Credit Counseling of Springfield, Missouri, Inc.,

a provider approved pursuant to 11 U.S.C. § 111 to provide an instructional course concerning personal financial management in the Eastern District of Missouri.

Date: June 9, 2009 By /s/Tracey Blaue

Name Tracey Blaue

Title Director of Education

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In Re: )  
Alexander T. Kalk, ) Case No. 09-43336-705  
)  
) Chapter 7 Proceeding  
)  
Debtor. )  
\_\_\_\_\_  
Julie K. Taylor (f/n/a Julie K. Kalk), )  
)  
Plaintiff, )  
)  
v. ) Adversary No. \_\_\_\_\_  
)  
Alexander T. Kalk, )  
)  
Defendant. )

**COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT**

COMES NOW Plaintiff, Julie K. Taylor, ("Plaintiff"), by and through her attorneys, and states and alleges as follows:

1. Alexander T. Kalk , ("Debtor") filed a Chapter 7 petition in bankruptcy on April 15, 2009. The case is currently pending before the Court. A Thomas DeWoskin is the Chapter 7 Trustee.
2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, 28 U.S.C. § 157, 11 U.S.C. § 523, Federal Rules of Bankruptcy Procedure 7001 et seq. and Local Rule 29 of the United States District Court for the Eastern District of Missouri.
3. This is a core proceeding pursuant to 28 U.S.C. § 157.
4. Venue is proper in this Court pursuant to 28 U.S.C. § 1409.
5. This adversary proceeding arises under and is related to the above captioned bankruptcy case under Chapter 7, Title 11 of the United States Bankruptcy Code.

6. Plaintiff, Julie K. Taylor is the Debtor's ex-wife and mother of his two children. Plaintiff brings this action pursuant to 11 U.S.C. § 523(a)(5) and, in the alternative, 523(a)(15).

7. On or about June 17, 2008, Findings of Fact, Conclusion of Law, and Judgment of Dissolution of Marriage was entered by the Circuit Court of St. Louis County, Missouri in the matter of Julie K. Kalk (n/k/a Julie K. Taylor), Petitioner, and Alexander T. Kalk, Respondent, Cause No. 06FC-574, (the "Judgment and Decree"). A copy of said Judgment and Decree is incorporated herein by this reference and is available upon request, per local rule.

8. Paragraph 43b - in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to pay Plaintiff on-going maintenance in the amount of \$110.00 per month (plus interest) as and for modifiable maintenance. Please note that this amount increases every month (plus interest) on the first of the month for which maintenance remains unpaid.

9. Debtor has failed to pay said fees pursuant to the Judgment and Decree. Statutory interest has continued to accrue on the judgment awarding modifiable maintenance of \$110.00 per month.

10. Paragraph 43e, in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to keep in full force and effect insurance covering his life in the principal sum of not less than \$100,000 for Petitioner's benefit. This sum shall be paid to Petitioner outright upon Respondent's death, if it occurs during the time Respondent is obligated to make maintenance payments. If Respondent fails to maintain such insurance, or if for any reason, Petitioner receives less than \$100,000 from the insurance, Respondent's estate shall be liable for the deficiency. Respondent shall provide Petitioner with documentation each year, on the anniversary of the Divorce Decree, that the policy remains in full force and effect and that there are no major liens against the policy. Said information shall include the name of the insurance

company, agent and its address.

11. Debtor has failed to provide proof of insurance pursuant to the Judgment and Decree, and in fact Petitioner has been provided an Affidavit that Debtor does NOT in fact have life insurance, and never has had life insurance for the last 10 years.

12. Paragraph 44h - in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to pay Plaintiff, on-going child support in the amount of \$2,798.00 per month.

13. Debtor has failed to pay said fees pursuant to the Judgment and Decree. Statutory interest has continued to accrue on the judgment awarding on-going child support in the amount of \$2,798.00 per month.

14. Paragraph 44i (as well as Attachment A Parenting Plan) - in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to pay seventy-five percent (75%) of any and all unreimbursed medical expenses incurred by agreement on behalf of the children.

15. Debtor has failed to pay said fees relating to 75% of unreimbursed medical expenses pursuant to the Judgment and Decree. Statutory interest has continued to accrue on the judgment awarding seventy-five percent (75%) of any and all unreimbursed medical expenses incurred by agreement on behalf of the children.

16. Paragraph 45a, in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to pay Plaintiff fees of \$10,757.25 for fees paid to the GAL by respondent.

17. Debtor has failed to pay said fees relating to \$10,757.25 which fees respondent paid to the GAL. Statutory interest has continued to accrue on the judgment awarding \$10,757.25.

18. Paragraph 45b, in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to pay Plaintiff \$16,500.00 which Plaintiff paid for the psychological evaluation of

Debtor. The decree states “The Courts previous order set out that the expense for the psychological evaluation will be apportioned at the time of trial. The Court also finds that Respondent shall be responsible for the payment of the psychological evaluation conducted by Dr. David Clark. As Petitioner has paid these fees, Respondent shall pay to Petitioner the sum of \$16,500.00 and as for this cost.”

19. Debtor has failed to pay said fees relating to \$16,500.00, which Plaintiff paid for the psychological evaluation of Debtor. Statutory interest has continued to accrue on the judgment awarding \$16,500.00.

20. Paragraph 46, in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to pay Plaintiff \$44,485.25 (plus interest) for contempt with the PDL order that was in effect during the time of trial. The decree states, “Petitioner filed a motion for contempt on or about February 22, 2007 that was also heard during the trial. The Court finds Respondent is in contempt for non-compliance with the PDL order entered on May 16, 2006, in the amount of \$44,485.25 per Petitioner’s Exhibit 52. Respondent shall immediately pay to Petitioner these sums. Petitioner has a cash judgment against Respondent in the amount of \$44,485.25. This amount represents child support and maintenance to the Petitioner, and as such, is not dischargeable in bankruptcy and is subject to post-judgment interest.”

21. Debtor has failed to pay said fees relating to \$44,485.25 for contempt with the PDL order that was in effect during the time of trial. Statutory interest has continued to accrue on the judgment awarding \$44,485.25.

22. Paragraph 48a in the Judgment and Decree, the Debtor was ordered by the Court, inter alia, to pay Plaintiff \$13,200.00 (plus interest) in back child support. This section states “Petitioner was paid \$13,200.00 in back child support due from Respondent in marital funds out

of the escrow account held at Commonwealth. Because the intent of child support is to be paid from income and not joint assets, the Court orders that Respondent is to pay to Petitioner the sum of \$13,200.00 as and for the back child support paid out of the escrow account. This amount is not dischargeable in bankruptcy and is subject to post-judgment interest.

23. Debtor has failed to pay said fees relating to \$13,200.00 in back child support. Statutory interest has continued to accrue on the judgment awarding \$13,200.00.

24. Moreover, in Paragraph 42 of the Judgment and Decree the Debtor was ordered to indemnify and hold Plaintiff harmless against liability on all of certain debts, at his expense, and to defend Plaintiff against any claim, demand, action or proceeding brought to assert any such liability, including a reasonable attorney's fee. As such, Debtor is liable for Petitioner's attorney's fees as it related to this bankruptcy filing, and statutory interest will accrue regarding same.

25. In addition to the debt owed to Petitioner as part of cause number 06FC-574, Debtor also owes Petitioner \$780.00 in attorney's fees as part of a separate case – cause number 09SL-PN00177, as a result of the current adult abuse order in place against him.

26. 11 U.S.C. § 523(a) provides that a discharge under § 727 of Title 11 does not discharge an individual debtor from any debt --

(5) for a domestic support obligation; and

(15) to a spouse, former spouse, or child of the debtor and not of the kind described in paragraph (5) that is incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement, divorce decree or other order of a court of record, or a determination made in accordance with State or territorial law by a governmental unit;

27. Each of the obligations of the Debtor enumerated above and contained in the Judgment and Decree and in cause number 06FC-574 are either (a) non-dischargeable domestic support obligations under 11 U.S.C. § 523(a)(5) or obligations to a spouse, former spouse or child of the Debtor which are not domestic support obligations, but were incurred by the Debtor in the course of the proceeding for dissolution of marriage and in connection with a separation agreement, divorce decree or other order of court of record made in accordance with the laws of the State of Missouri and, therefore, non-dischargeable pursuant to 11 U.S.C. § 523(a)(15).

28. Plaintiff's files this Complaint to confirm and obtain an order of the Court declaring that all of Defendant's obligation enumerated above and contained in the Judgment and Decree and in cause number 06FC-574 are non-dischargeable.

WHEREFORE, Plaintiff prays that all the obligations enumerated above and described in the Judgment and Decree and in cause number 06FC-574 are non-dischargeable pursuant to 11 U.S.C. § 523(a)(5) and (15); that the Debtor be ordered to pay all costs relating to this matter; including reasonable attorney's fees and for such other and further relief as the Court deems just.

/S/ CHARLES W. RISKE  
CHARLES W. RISKE, #4182 #30698  
231 S. Bemiston Ave., Ste. 2000  
Clayton, MO 63105  
(314) 725-9400 Telephone  
(314) 726-2361 Facsimile  
[riske@ctfpc.com](mailto:riske@ctfpc.com)

Attorney for Plaintiff

**ADVERSARY PROCEEDING COVER SHEET**  
(Instructions on Reverse)

**ADVERSARY PROCEEDING NUMBER**  
(Court Use Only)
**PLAINTIFFS**

Julie K. Taylor (f/n/a Julie K. Kalk)

**DEFENDANTS**

Alexander T. Kalk

**ATTORNEYS** (Firm Name, Address, and Telephone No.)  
Charles W. Riske  
Law Office of Charles W. Riske  
231 S. Bemiston, Suite 1220  
Clayton, MO 63105  
(314) 725-9400

**ATTORNEYS** (If Known)  
Michael A. Becker  
Hepler Broom  
800 Market St., Suite 2300  
St. Louis, MO 63101

**PARTY** (Check one box only)     1 U.S. PLAINTIFF     2 U.S. DEFENDANT     3 U.S. NOT A PARTY
**CAUSE OF ACTION** (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

11 U.S.C. Sections 523(a)(5) and 523(a)(15)

**NATURE OF SUIT**

(Check all causes of action in the complaint)

- |                              |  |                              |  |                              |  |
|------------------------------|--|------------------------------|--|------------------------------|--|
| <input type="checkbox"/> 454 | To Recover Money or Property   | <input type="checkbox"/> 455 | To revoke an order of confirmation of a Chap. 11, Chap. 12, or Chap. 13 Plan                       | <input type="checkbox"/> 456 | To obtain a declaratory judgment relating to any of foregoing causes of action |
| <input type="checkbox"/> 435 | To Determine Validity, Priority, or Extent of a Lien or Other Interest in Property               | X 426                        | To determine the dischargeability of a debt 11 U.S.C. § 523  | <input type="checkbox"/> 459 | To determine a claim or cause of action removed to a bankruptcy court          |
| <input type="checkbox"/> 458 | To obtain approval for the sale of both the interest of the estate and of a co-owner in property | <input type="checkbox"/> 434 | To obtain an injunction or other equitable relief  | <input type="checkbox"/> 498 | Other (specify)<br>Damages WARN Act  |
| <input type="checkbox"/> 424 | To object or to revoke a discharge 11 U.S.C. § 727   | <input type="checkbox"/> 457 | To subordinate any allowed claim or interest except where such subordination is provided in a plan |                              |  |

**ORIGIN OF PROCEEDINGS**
X Original Proceeding     Removed Proceeding     Reinstated or Reopened(check one box only.)     Transferred from Another Bankruptcy Court
 CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
**DEMAND**

## OTHER RELIEF SOUGHT

 JURY DEMAND (Check only if demanded in complaint)
**BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES**

NAME OF DEBTOR Alexander T. Kalk

BANKRUPTCY CASE NO. 09-43336-705

DISTRICT IN WHICH CASE IS PENDING  
EasternDIVISIONAL OFFICE  
EasternNAME OF JUDGE  
Charles E. Rendlen, III**RELATED ADVERSARY PROCEEDING (IF ANY)**

## PLAINTIFF

## DEFENDANT

ADVERSARY PROCEEDING NO.

## DISTRICT

DIVISIONAL OFFICE

NAME OF JUDGE

**FILING FEE** (Check one box only)     FEE ATTACHED     FEE NOT REQUIRED     FEE IS DEFERRED
DATE  
July 20, 2009PRINT NAME  
CHARLES W. RISKESIGNATURE OF ATTORNEY (OR PLAINTIFF)  
/S/ CHARLES W. RISKE

UNITED STATES BANKRUPTCY COURT  
Eastern District Of Missouri  
Thomas F. Eagleton U.S. Courthouse  
111 South Tenth Street, Fourth Floor  
St. Louis, MO 63102

---

B18J(2/06)

CASE NO.:09-43336  
Judge: Charles E. Rendlen III

IN RE: Debtor(s)  
Alexander Thomas Kalk, MD  
xxx-xx-7684  
2323 Woodson  
Apt. C  
Saint Louis, MO 63114

---

### DISCHARGE OF DEBTOR

---

It appearing that the debtor is entitled to a discharge, **IT IS ORDERED:** The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

**BY THE COURT**

Dated: 7/21/09

  
**U. S. Bankruptcy Judge**

**SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.**

## **EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE**

This court order grants a discharge to the persons named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

### **Collection of Discharged Debts Prohibited**

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtors. *[In a case involving community property: There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.]* A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtors' property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

### **Debts That are Discharged**

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

### **Debts that are Not Discharged.**

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes applicable only to cases filed after October 17, 2005;
- c. Debts that are domestic support obligations applicable only to cases filed after October 17, 2005;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle while intoxicated;
- g. Some debts which were not properly listed by the debtors in time to permit the creditor to file a proof of claim, if required, or file a timely request to determine dischargeability;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts.
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans applicable only to cases filed after October 17, 2005.

**This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.**

# Letter to trustee



**Fax** **Message**

The logo features the word "Fax" in a large, bold, black sans-serif font. Behind it, the word "Message" is repeated three times in a lighter, gray font, each instance slightly rotated and offset from the others to create a sense of depth and motion.

**Date:** 7/31/2009

**Time:** 4:24:08 PM

**To:** Mr. Paul Randolph

**Company:** US Trustee

**Fax Number:** 314-539-2990

**From:** Jim Stewart

**Subject:** Doctor Alexander Kalk MD

**Total Number of Pages (including cover):** 3

**Memo:** See Attached

Office of the United States Trustee  
Mr. Paul Randolph  
314-5392976 Ph  
314-539-2990

In Re: Alexander T. Kalk,  
Case No. 09-43336  
Chapter 7

I James Stewart, allege as follows:

Dr. Alexander T. Kalk, ("Debtor") filed a Chapter 7 petition in bankruptcy on April 15, 2009. The US Trustee Has jurisdiction over this matter pursuant to Federal Rules of Bankruptcy Procedure

This Bankruptcy should be investigated and set aside for fraud. Based upon the following reasons. I both Have information and Proof that this case is a total fraud and that the petition is filled with lies, designed To discharge Debt. Also I believe attorney Becker had knowledge of all of this. See Exhibit (A) a page From the petition. **9. Payments related to debt counseling or bankruptcy**

I purchased all of the property of Doctor Alexander Kalk MD in October 2007, this was never declared, I was never listed as a creditor due to the fact that I had knowledge of ongoing frauds. And monetary Issues.

Alexander Kalk stated he had not sold or transferred any property, within two years of the filing, not True. See Exhibit (A) a page from the petition. **10. Other transfers**

Alexander Kalk stated that all he owned was a \$300.00 television, untrue, Alexander Kalk had an Apartment located at 2323 Woodson Rd. Apt. (L) it was full of many other personal belongings.

The phone number of the landlord of that building is Mike Gustov 314-662-9824

See under section **9. Payments related to debt counseling or bankruptcy** of the bankruptcy petition. Proof that Attorney Becker lied when he stated that, Alexander Kalk paid him the full amount of the Money Kalk received in an advance from Jefferson Memorial Hospital in Crystal City Missouri. Alexander Kalk received Much more than \$2,300, I can prove it. I ask that attorney Becker be Disqualified from every aspect of this case.

I look forward to providing evidence to your investigators

James Stewart  
1580 E. Swan Circle  
St. Louis MO. 63144  
314-398-5403

**8. Losses**

- None  List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

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

**9. Payments related to debt counseling or bankruptcy**

- None  List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<b>HeplerBroom, LLC</b> <b>103 W. Vandalia St.</b> <b>Suite 300</b> <b>Edwardsville, IL 62025-0510</b>	<b>March 6, 2009</b>	<b>\$2,300</b>

**10. Other transfers**

- None  a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFeree, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
---	------	---

- None  b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
----------------------------------	---------------------------	---

**11. Closed financial accounts**

- None  List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
<b>First Bank</b> <b>560 Anglum Rd.</b> <b>Hazelwood, MO 63042</b>	<b>checking account 8435</b> <b>(-\$557.00)</b>	<b>2008</b>



## Antidote: New Ways to Investigate Untold Health Stories

### Doctors Behaving Badly: Dr. Alexander Kalk

created by [William Heisel](#)

To be generous, we could say that Dr. Alexander Kalk of Creve Coeur, Mo. was a workaholic.

He literally lived in his medical office, according to the medical board in Missouri, and was so busy, apparent change his clothes or take a shower.

Walking around in the same clothes day after day might make a guy irritable. So perhaps it's understandable employees and sending threatening messages to a medical billing company.

"The only good news for you is that since it sounds like you have early onset Alzheimer's disease, you will forget one email. "See you in the afterlife. Never as far away as one may think."

Eventually, he tried to clean up. He, or someone from his office, cleared a whole stack of patient records out a shopping center dumpster.

That's what got him into trouble with local police. According to the Manchester Police Department, Kalk had misconduct shortly before the records turned up in the dumpster. The cops turned the case over to the U.S. Board of Healing Arts began to take an interest, too. (If you're going to have a state agency come down on something, "healing arts" in its name?)

So what did Kalk do?

He skedaddled.

Blythe Bernhard at the [St. Louis Post Dispatch](#) has been following [Kalk's case](#). She talked to patients and found that that the 39-year-old doctor had closed his practice around February 2009. Phones disconnected.

She tracked down a "woman who identified herself as Kalk's sister" who said that Kalk was "being treated for depression" and does not plan to practice medicine again in Missouri."

OK. But what about elsewhere? Bernhard found out that he had applied for a medical license in Texas.

<http://www.kmox.com/Creve-Coeur-doctor-surrenders-medical-license/4725380>



Posted: Thursday, 02 July 2009 12:08PM

## Creve Coeur doctor surrenders medical license

Megan Lynch Reporting  
Investigative Reporter

[megan.lynch@cbsradio.com](mailto:megan.lynch@cbsradio.com)

**ST. LOUIS, MO (KMOX News)** -- KMOX News has learned that a Creve Coeur doctor accused of negligence and incompetence by state regulators has surrendered his state medical license.

Dr. Alexander Kalk was accused of berating staff and patients, writing bad checks to employees, sending vulgar and threatening e-mails to a vendor, and other unethical behavior. Kalk also has a conviction for filing a false police report. The Missouri State Board of Registration for the Healing Arts says details of the disciplinary settlement aren't available at this time.

Kalk left his practice on New Ballas Road earlier this year; just a few months after he was put on probation by Missouri's Bureau of Narcotics and Dangerous Drugs. In that case, investigators say he failed to keep records of controlled substances.

Dr. Alexander Kalk has reportedly moved to Texas, where he has applied for a new medical license. Representatives of the Texas Medical Board tell KMOX any doctor's past record will be taken into account when considering an application.

Attempts to contact Kalk have been unsuccessful.

-----  
Meanwhile, hundreds of Kalk's medical records found in a strip mall dumpster remain in limbo. The nearly 500 patient files were found a year and a half ago.

According to police reports, the investigation was taken out of the hands of local authorities by the U.S. Department of Health and Human Services. Representatives of that agency say they can't confirm any

investigation due to privacy rules.

Manchester Police tell KMOX they are giving files back to former patients of Dr. Kalk. The problem is, they're not complete. Of the 120 calls officials have taken they've only located ten patient records. A former business associate of Kalk tells KMOX the doctor had a roster of more than 2,000 patients.

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Posted: Monday, 06 July 2009 6:40PM

## State regulators drop all but one complaint against a Creve Coeur doctor

Megan Lynch Reporting  
Investigative Reporter

[megan.lynch@cbsradio.com](mailto:megan.lynch@cbsradio.com)

**ST. LOUIS, MO (KMOX News)** -- KMOX News has learned, state regulators threw out all but one complaint against a Creve Coeur doctor who surrendered his medical license last week.

Dr. Alexander Kalk was originally accused of unprofessional behavior including living full-time in his office, failing to bathe or change clothes for a week, verbally abusing staff and patients, and threatening a vendor.

What the Missouri Board of Registration for the Healing Arts cited in a settlement agreement obtained by KMOX News is the loss of his controlled substance license late last year.

Michael Boeger, Interim Administrator of the Missouri Bureau of Narcotics and Dangerous Drugs, says the investigation began in 2006. "The bureau received a complaint from some employees who worked within the practice who provided us with information that drugs were not being stored, secured and labelled properly."

Boeger tells KMOX, Dr. Kalk's records were so poor the agency wasn't even able to perform an audit. Boeger says there's no reason to believe that any staff members were abusing controlled substances or treating patients while impaired.

The narcotics investigation began in 2006. Boeger says the state medical board was alerted at that time.

Board officials did not respond to a request for comment. Attempts to contact Kalk have been unsuccessful.

Federal officials are reportedly investigating hundreds of Kalk's patients files found in dumpster last year.

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08:42am CDT, 07/13/09

## Local News



Posted: Tuesday, 07 July 2009 5:39PM

## State regulators explain settlement with controversial doctor

Megan Lynch Reporting  
Investigative Reporter

**ST. LOUIS, MO (KMOX News)** -- KMOX News was the first to report that a controversial Creve Coeur doctor had surrendered his medical license.

We wanted to know why it took more than two years.

The first allegations about Dr. Alexander Kalk were reported to state regulators in 2006. Yet the Missouri Board of Registration for the Healing Arts didn't file a formal complaint until late last year.

Executive Director Tina Steinman says the accusations were extensive and had to be investigated thoroughly before the matter could go to an administrative hearing commission. "In a complex investigation like this one, we need to make sure we have the witnesses, the information, the documentation that we need."

When it came to trying Kalk on all those charges, Board attorney Sreenu Dandamudi says the agency decided to drop all but one to get the case resolved quickly. "Not counting any appeals it would still have taken about another year, realistically."

Dr. Alexander Kalk was originally accused of unprofessional behavior including living full-time in his office, failing to bathe or change clothes for a week, verbally abusing staff and patients and threatening a vendor.

What the Board of Healing Arts cited in his settlement agreement is the loss of his controlled substance license late last year. According to the Missouri Bureau of Narcotics and Dangerous Drugs Kalk's records were so poor the agency wasn't even able to perform an audit.

Kalk could re-apply for a Missouri medical license, but would likely have to revisit the original complaint. He's moved to Texas and applied for a license there. Texas Medical Board officials have told KMOX his prior history would be taken into account.

Kalk left his practice on New Ballas Road earlier this year.

Hundreds of his medical records found in a strip mall dumpster remain in limbo. The nearly 500 patient files were found a year and a half ago.

According to police reports, the investigation was taken out of the hands of local authorities by the U.S. Department of Health and Human Services. Representatives of that agency say they can't confirm any investigation due to privacy rules.

Manchester Police tell KMOX they are giving files back to former patients of Dr. Kalk. The problem is, they're not complete. Of the 120 calls officials have taken they've only located ten patient records. A former business associate of Kalk tells KMOX the doctor had a roster of more than 2,000 patients.

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Posted: Tuesday, 16 June 2009 6:46PM

## State board postpones disciplinary hearing for Creve Coeur doctor

Megan Lynch Reporting  
[megan.lynch@cbsradio.com](mailto:megan.lynch@cbsradio.com)

**ST. LOUIS, MO (KMOX News)** -- KMOX News has learned a Creve Coeur doctor who left his practice amid mounting allegations is negotiating possible discipline with state regulators.

The Missouri State Board of Registration for the Healing Arts was scheduled to consider complaints against Dr. Alexander Kalk at a hearing Wednesday. Executive Director of the Board, Tina Steinman tells KMOX that hearing has been postponed while the two sides talk. She declined to comment further on the case until a settlement is reached.

Kalk is accused of incompetence and negligence. The state board alleges he was verbally abusive to staff, acted inappropriately toward patients, and sent threatening e-mails to a vendor.

The doctor was placed on probation by the Missouri Bureau of Narcotics and Dangerous Drugs for failing to keep records on controlled substances. He was convicted last year of filing a false police report.

Meanwhile, Manchester Police tell KMOX they are still waiting for guidance from federal authorities on what to do about hundreds of his patient medical records dumped behind a shopping center more than a year ago.

Kalk has reportedly moved to Texas, where he has applied for a medical license. He could not be reached for comment.

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07:11pm CDT, 06/29/09

## Local News

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Posted: Monday, 22 June 2009 3:05PM

**UPDATE: Creve Couer doctor arrested**

Megan Lynch Reporting

**CLAYTON, MO (KMOX News)** -- New problems for a Creve Couer doctor accused of wrong-doing by state regulators.

Dr. Alexander Kalk is in police custody in St. Louis County on suspicion of forgery. He was arrested Sunday evening. No formal charges have been filed.

As KMOX News told you last week, Kalk is negotiating disciplinary measures with the Missouri Board of Healing Arts. He's accused of verbally abusing staff and patients, writing bad checks to employees, failing to keep records of controlled substances and threatening a vendor.

Officials are also investigating how hundreds of Kalk's patient files were found in a dumpster.

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03:41pm CDT, 06/29/09

Local News

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Posted: Wednesday, 24 June 2009 7:33AM

## Medical records found in trash still unclear

**ST LOUIS (KMOX News)** -- Hundreds of medical records found in a strip mall dumpster remain in limbo.

The nearly 500 patient files of Creve Coeur physician Alexander Kalk were found a year and a half ago.

According to police reports, the investigation was taken out of the hands of local authorities by the U.S. Department of Health and Human Services. Representatives of that agency say they can't confirm any investigation due to privacy rules.

Manchester Police tell KMOX they are giving files back to former patients of Dr. Kalk, the problem is, they're not complete. Of the 120 calls officials have taken, they've only located ten patient records.

A former business associate of Kalk tells KMOX the doctor had a roster of some 1,500 patients.

Kalk closed his practice earlier this year.

State regulators say they are discussing a disciplinary settlement with the doctor over alleged unethical behavior.

Kalk could not be reached for comment.

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# Accused doctor abandons practice

Creve Coeur family physician has left the state, faces charges of dumping patient records in trash.

BY BLYTHE BERNHARD

bbernhard@post-dispatch.com > 314-340-8129

**BY BLYTHE BERNHARD**  
bbernhard@post-dispatch.com > 314-340-8129

Dr. Alexander Kalk, a family physician from Creve Coeur, has closed his practice and left the state as he faces charges of trashing patient records, sending threatening e-mails, not paying his staff and violating drug laws, among others.

The Missouri Board of Healing Arts, which licenses and disciplines doctors, will hold a hearing Wednesday to address Kalk's "repeated negligence" and determine whether to sanction the doctor's license.

According to patients, Kalk, 39, left his practice on New Ballas Road around February and has not been available since. His office numbers have been disconnected, and e-mails to Kalk bounced back.

Kalk has a medical license application pending in Texas, but attempts to reach him there were unsuccessful. A woman who identified herself as Kalk's sister said he is being treated for an undisclosed illness, has a good prognosis and does not plan to practice medicine again in Missouri.

The medical board's complaint against Kalk includes allegations that the doctor:

- Lived at his medical office and didn't shower or change his clothes.
- Berated patients and office staff and didn't cover his payroll expenses.
- Sent threatening e-mails to a medical billing services company and offered drugs to the company's owner.
- Offered to help a patient remove her underwear and performed an exam without a female staff member present.

The medical board is one of several agencies involved in complaints against Kalk. In March last year, police responded to a report of nearly 500 patient medical records belonging to Kalk being dumped behind a shopping center in Manchester.

According to the Manchester Police Department report, the records contained patients' medical histories, test results, treatments, photographs and Social Security numbers. It is unclear whether the records represented all of Kalk's patients.

Many of the records made reference to Missouri Baptist



**Dr. Alexander Kalk**

#### **PROTECT YOUR PRIVACY**

Medical records belonging to 466 patients of Dr. Alexander Kalk were found in a Dumpster in Manchester in March of last year. Those records are in police custody, but it is unknown whether other records are still circulating. The records of patients seen by Kalk between April 2008 and February may be available through United Diagnostic Services, 314-721-5803.

Medical records are protected under federal privacy laws. If you believe your records may have been stolen or lost, there are some steps you can take to protect your privacy and identity.

- **Medical records often contain financial information such as insurance and Social Security numbers, so check your credit report (annualcreditreport.com or call 1-877-322-8228) and consider issuing fraud alerts.**
- **Check with your medical insurance company to see if any claims have been filed by others.**
- **File a complaint in writing with the federal Office for Civil Rights at hhs.gov/ocr/privacy.**

# DOCTOR • FROM B1

Doctor was investigated after paychecks bounced and narcotics violations were alleged

Medical Center. Dr. John Krettek, chief medical officer at Missouri Baptist, told Manchester police that Kalk had been asked to leave the staff a few months before because of complaints of misconduct and that the records did not belong to the hospital.

Manchester police stored the records and turned the case over to the U.S. attorney general's office, which handles possible violations of medical privacy laws. A spokesman for the department said they could not confirm any ongoing investigations.

A Creve Coeur police investigator interviewed Kalk in January 2007 after staff members complained that their paychecks bounced. Kalk told the investigator he was in debt for \$300,000, according to the police report.

Court records show Kalk has been sued by several credit agencies, a landlord and others over debts.

The state health department's narcotics division started investigating Kalk in 2006 based on complaints from staff members.

In a December 2006 visit to Kalk's office, then located at 711 Old Ballas Road, a narcotics investigator found that Kalk failed to keep inventory of controlled substances, had no records of dispensing samples, kept drugs in an unlocked room and accepted drugs from patients that were prescribed by other doctors, all violations of state law.

Kalk's license to prescribe controlled substances such as painkillers was placed on probation and revoked automatically when he abandoned his practice.

"Right now we don't know where he is," said Michael Boeger, interim administrator of the state's Bureau of Narcotics and Dangerous Drugs. "He has not submitted a new application to us."

Boeger said that, in general, a doctor

who violates drug laws is at risk for being a drug abuser.

Although the medical board's complaint makes no reference to drug use by Kalk, his ex-wife and former employees said he had been on several medications and described bizarre behavior by the doctor.

Former Kalk patient Pamela Schneider learned her doctor had vanished when she applied for new health insurance this year. The insurance company told her they couldn't find the doctor to obtain her medical records and told her about the investigation into the record dumping.

Schneider said she worries about the five years' worth of records for her parents, also patients of Kalk's.

"The thing that is the most disconcerting is that this dumping of the records happened in 2008 and I never heard a thing about it," she said. "Why was he allowed to continue to practice?"

## **Doctor facing charges abandons his practice, leaves state**



Dr. Alexander Kalk (handout)

**By Blythe Bernhard**  
**ST. LOUIS POST-DISPATCH**  
06/11/2009

Dr. Alexander Kalk, a family physician from Creve Coeur, has closed his practice and left the state as he faces charges of trashing patient records, sending threatening e-mails, not paying his staff and violating drug laws, among others.

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Against Kalk includes allegations that the doctor:

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"The thing that is the most disconcerting is that this dumping of the records happened in 2008 and I never heard a thing about it," she said. "Why was he allowed to continue to practice?"

## **Doctor arrested for forgery**



Dr. Alexander Kalk (Handout)

**By Blythe Bernhard**

**ST. LOUIS POST-DISPATCH**

06/22/2009

Dr. Alexander Kalk of Creve Coeur was arrested Sunday night and is being held at the St. Louis County Jail on two counts of forgery, county officials said today.

The Brentwood Police Department is also interested in detaining Kalk for unknown reasons, according to a jail clerk.

Kalk closed his practice around February amid various charges of trashing patient records, sending threatening e-mails, not paying his staff and violating drug laws.

The Missouri Board of Healing Arts, which licenses and disciplines doctors, postponed a hearing last week to address Kalk's "repeated negligence" and has entered settlement negotiations with the doctor to determine a discipline action, according to the board's director, Tina Steinman.

In March of last year, police responded to a report of nearly 500 patient medical records belonging to Kalk being dumped behind a shopping center in Manchester. Court records

show Kalk has been sued by several credit agencies, a landlord and others over debts.

According to patients, Kalk, 39, left his practice on New Ballas Road around February. Kalk has a medical license application pending in Texas, but previous attempts to reach him there were unsuccessful.

A woman who identified herself as Kalk's sister said he is being treated for an undisclosed illness, has a good prognosis and does not plan to practice medicine again in Missouri.

## Doctor facing allegations is arrested

BY BLYTHE BERNHARD • bbernhard@post-dispatch.com • 314-340-8129

6/23/09

Dr. Alexander Kalk of Creve Coeur was arrested Sunday night under investigation of two counts of forgery, county officials said Monday.

Kalk was held at the St. Louis County Jail until Monday night.

Detectives at the Clayton Police Department said Monday they had applied for warrants against Kalk on unspecified charges. Brentwood police detectives also talked to Kalk at the jail for an investigation into stolen checks, said Police Chief Steve Disbennett.

Kalk, a family practitioner, closed his practice around February amid various charges of trashing patients' records, sending threatening e-mails, not paying his staff and violating drug laws.

The Missouri Board of Healing Arts, which licenses and disciplines doctors, postponed a hearing last week that was

scheduled to address Kalk's "repeated negligence." The board is now in settlement negotiations with the doctor over disciplinary action, according to its director, Tina Steinman.

The medical board's complaint against Kalk includes allegations that the doctor:

- Lived at his medical office and didn't shower or change his clothes.
- Berated patients and office staff and didn't cover his payroll expenses.
- Sent threatening e-mails to a medical billing services company and offered drugs to the company's owner.
- Offered to help a patient remove her underwear and performed an exam without a female staff member present.

In March of last year, police responded to a report of nearly 500 patient medical records belonging to Kalk being dumped behind a shopping

center in Manchester.

Manchester police said Monday they have inventoried the records and will be returning them to the affected patients. The case was handed over to the federal Office for Civil Rights for an investigation into potential violations of medical privacy laws.

Court records show Kalk has been sued by several credit agencies, a landlord and others over debts.

According to patients, Kalk, 39, left his practice on New Ballas Road around February. Kalk has a medical license application pending in Texas, but previous attempts to reach him there were unsuccessful.

A woman calling from Texas who identified herself as Kalk's sister has said he is being treated for an undisclosed illness and does not plan to practice medicine again in Missouri. Nobody answered that phone Monday.

## Missouri doctor surrenders license, jeopardizing bid to practice in Texas

By Mary Ann Roser | Thursday, July 2, 2009, 02:52 PM

UPDATE: Texas board spokesman Jill Wiggins clarifies earlier comments

A Missouri doctor surrendered his license to the medical board there Wednesday, which means his pending application to practice medicine in Texas is in jeopardy.

Alexander Kalk relocated to Austin after a series of professional and legal problems in the St. Louis area. He applied for a Texas license May 31, according to the [Texas Medical Board](#). The action in Missouri would be taken into account and "could render him ineligible," said Texas board spokeswoman Jill Wiggins. However, it is not an automatic ineligibility, she said.

The Missouri Board of Healing Arts accepted Kalk's surrender after its attorney negotiated a settlement with him and Kalk admitted to some of the allegations the board had accused him of in a six-count complaint, said Tina Steinman, the board's executive director.

"He did not admit to all of the counts," she said today, but "he admitted to drug violations."

The paperwork with the details was "in transit" to an attorney in Kansas City and would not be available until Monday, Steinman said. She added that Kalk could reapply for his Missouri license. There is no restriction on when he can do that.

The Missouri board accused Kalk, who is about 39 and reported graduating from Tufts University School of Medicine in Boston, of violating Missouri drug laws by not keeping narcotics and other dangerous drugs secure. The board also alleged unprofessionalism, incompetence, negligence and unethical behavior.



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By natty

July 2, 2009 4:23 PM | [Link to this](#)

Medical Boards protect these scumbags all the time and then transfer the problem. Pharmacy boards same thing... they protect themselves. Not us!

(you have to be a really, really, really, bad apple to be censored by the homecooked "boards".

By wlm

July 2, 2009 4:32 PM | [Link to this](#)

Sort of like the Texas State Bar for attorneys - that agency's complaint process is also a joke.

By Jeff

July 2, 2009 4:46 PM | [Link to this](#)

Don't be so sure of that. The lawyers are slime from top to bottom, I agree. Their "investigators" are a joke. But the TBME is a rough group to deal with. I am not a MD, but I am a health care provider that has investigated some of these bozo's. The medical board is NOT a yes man to the TMA anymore.

By ARS

July 2, 2009 6:11 PM | [Link to this](#)

Dr Kalk, welcome to Nevada, where you have a forty percent chance that your physician has lost his license in another state.

By Gnarly

July 7, 2009 7:38 AM | [Link to this](#)

Do a search on this guy. See the St. Louis Post Dispatch article.

He also allegedly disposed of patient records in a dumpster behind a business (and got caught), allegedly lived in his medical office, never showering, and allegedly some patients felt he made inappropriate contact with them. What he agreed to is much less than what is was accused of...

If he is, indeed, an addict, then he needs rehabilitation for his drug and mental health problems. After a few years, if recovered, then perhaps he could lend his skills in a supervised manner to the world again with a limited license. Until then, the TX medical board ought to be cautious, in my opinion.

By MD

July 8, 2009 7:05 PM | [Link to this](#)

I believe that some of these comments do not address how much power a consumer state medical has over a doctor. Once an MD is charged with wrong-doing, many boards place that MD into a "guilty until proven innocent" position. That is very much contrary to our civil liberties. In some states, for every physician with gross deficiencies, there is one doctor working in high risk medicine, who for political reasons, finds himself or herself charged with gross malpractice, which enters into the area of opinion in how a patient is best treated. Some consumer medical boards just bring allegations and never look at the whole picture of how care was rendered or why. Their investigative procedures are sometimes based on opinion and not fact. There are scummy docs out there who need to be spanked, but there are plenty of good doctors who get their careers terminated over very little.

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## Doctor facing discipline seeks license in Texas

### Allegations in Missouri include violating drug rules, unprofessionalism, incompetency and negligence.

By Mary Ann Roser  
AMERICAN-STATESMAN STAFF

Friday, June 19, 2009

A Missouri doctor who relocated to Austin after a series of professional and legal tangles is seeking to practice medicine in Texas.

Dr. Alexander Kalk — whose application to practice in Texas has been pending since May 31, according to the Texas Medical Board — faces disciplinary action before the Missouri Board of Healing Arts. A hearing on the allegations against him was postponed Wednesday so he could negotiate a possible settlement with the board over the six-count complaint, said Tina Steinman, the board's executive director.

"We're settling for some type of discipline," which could include Kalk's surrender of his medical license in Missouri or some lesser action, Steinman said.

The Missouri board investigated Kalk, who is about 39 and reported graduating from Tufts University School of Medicine in Boston, and accused him of violating Missouri drug laws by not keeping narcotics and other dangerous drugs secure at his St. Louis-area office. The board's allegations also include unprofessionalism, incompetence, negligence and unethical behavior.

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The board hopes to resolve the negotiations with Kalk "in a week or two," Steinman said.

Texas Medical Board spokeswoman Jill Wiggins said she could not comment on pending applications.

[maroser@statesman.com](mailto:maroser@statesman.com); 445-3619

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 Post Comment Baylee wrote:

I'm a nurse practitioner and worked for an extremely unethical pain management doctor who committed various illegal offenses. I reported him to the Texas Board of Medicine over TWO YEARS AGO and even though I gave them hard evidence as proof, they have dismissed 4 of those cases. I'm not the only one who complained about him, there were 3 physicians and several patients who reported him as well, yet nothing has been done about this doctor. I testified before the medical board at an informal hearing a couple of months ago and now the physician has filed a SLAPP suit against me! I've already had to spend \$10,000 and we've just finished the TRO hearing. His TRO was thrown out of court, since it completely violated my First Amendment rights - he didn't want me to be able to speak to the medical board again, can you believe it? I passed a polygraph with flying colors - I KNOW what I witnessed and he would be IN JAIL if we could prove everything. However, he's paying a high priced Austin attorney some big bucks to get him out of this - unbelievable! The only thing that has happened to him is that he was kicked off a major insurance plan for performing unnecessary procedures - one of the complaints I made against him. So, here I am having to pay megabucks to defend myself in court and it's just because I did the RIGHT thing by reporting him. He hasn't filed suits against the other people who complained about him, but I'm pretty sure they remained anonymous and haven't testified against him. Several states have passed antiSLAPP laws, but Rick Perry refuses to sign one into law. So, why would anyone be stupid enough to report an unethical physician knowing they could be sued? Trust me, speech is NOT free in this country!

Posted on 6/21/2009 12:19:03 PM

[Report Abuse](#) BHT69 wrote:

He was my doctor in St. Louis. He was a mystery. Sometimes he was great, but often he was not. He could be caring or angry. He walked out on me once. But later, he called me at home. He has many problems: psychological, personal, and legal. My friends joked about him being a "which" doctor: which Dr. Kalk did you see today, the good one or the crazy one? See his many legal cases at <https://www.courts.mo.gov/casenet>. Search for last name = KALK , first name = ALEX. Or business names Alexander Kalk or Alexander T Kalk. Dr. Kalk has the potential to be a GREAT doctor. He will be great when he gets some help. I could not wait around for that. I had to leave. He talked a lot about loving his daughters, but the Missouri court web site indicates he owes over \$ 100,000 in child support. He has filed for bankruptcy for \$ 1 million. He claimed assets of a \$ 300 TV set. His staff privileges at all the St. Louis hospitals were revoked. I always wondered why. Other doctors in town had nothing good to say about him and would not refer patients to him. The Missouri case net web site says he might be going to jail. There is a case pending in the court of appeals. Dr. Kalk is going to try to be his own attorney on that. The state of Missouri revoked his narcotic drug license; he said he "forgot" to renew it. He got it back for a while, then it was taken away again. On the plus side, I loved the fact that he allowed emails and answered them; I wish more doctors would do that. He handed out crazy "rules" about how to work with him; this was very strange. In these rules, he blasted his ex-wife and her attorney. Dr. Kalk is knowledgeable about medicine and patients, but not about himself. This interferes with delivering the excellent and consistent care he can provide. He needs long-term psychoanalysis. And a good lawyer.

Posted on 6/19/2009 9:34:15 PM

[Report Abuse](#) Hookman Brown wrote:

The medical reform law of 2003 will and does protect doctors like this. Former Rep.Joe Nixon is the rotton scoundrel who pushed this tort reform law on Texans. He did that at the behest of the Texas Medical Association and the big insurance companies , especially Farmers Insurance. It is now almost impossible to sue a Doctor , hospital , insurance company or anyone involved in the healthcare industry,no matter how egregious their behaviour. 22 million Texans lost almost all of their legal rights because of one dirty dog named Joe Nixon.

Posted on 6/19/2009 8:55:50 PM

[Report Abuse](#) billydesperate wrote:

Get a life McFrenzi--Neither Perry or W has anything to do with this story, except for what your wandering mind come up with. If standards really get low, maybe you can get a job dumping bed pans, eh?

Posted on 6/19/2009 3:52:07 PM

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LisaLisa wrote:

With tort reform in Texas, this guy could practice with near impunity from liability. It would be a windfall for this guy. We need to keep inept physicians from practicing - period. There's no appropriate discipline, Texas can't keep track of who they're supposed to be watching now. No! No! No!

Posted on 6/19/2009 1:19:01 PM

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Ms. wrote:

I have had past experience with negligence on the Drs part and it cost my son his life. So no I don't think that he should practice in Texas or anywhere else for that matter. Based on the description of his behavior/actions it sounds as if he has a drug problem or mental problem. I think he should see a doctor.

Posted on 6/19/2009 12:32:03 PM

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over the hill wrote:

I think that any doctor if he loses his license in another should not be able to practice medicine in any other state. People are entitled to the best medical care they can get, and I don't think he's capable of that. Send him to a different state, not here in Texas

Posted on 6/19/2009 12:26:20 PM

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tfrensley wrote:

state board of medical examiners will probably give him a license. they will not deny a person's livelihood, regardless how much danger he is to the public.

Posted on 6/19/2009 12:05:34 PM

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bcaves wrote:

jim2 - You must mean Oklahoma - Louisiana's is moving past their evil ways.

Posted on 6/19/2009 11:40:48 AM

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78704blogger wrote:

Send him packing

Posted on 6/19/2009 11:30:08 AM

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KEEP TABS ON CRIME



## Doctor facing discipline seeks license in Texas

**Allegations in Missouri include violating drug rules, unprofessionalism, incompetency and negligence.**

By Mary Ann Roser

AMERICAN-STATESMAN STAFF

Friday, June 19, 2009

A Missouri doctor who relocated to Austin after a series of professional and legal tangles is seeking to practice medicine in Texas.

Dr. Alexander Kalk — whose application to practice in Texas has been pending since May 31, according to the Texas Medical Board — faces disciplinary action before the Missouri Board of Healing Arts. A hearing on the allegations against him was postponed Wednesday so he could negotiate a possible settlement with the board over the six-count complaint, said Tina Steinman, the board's executive director.

"We're settling for some type of discipline," which could include Kalk's surrender of his medical license in Missouri or some lesser action, Steinman said.

The Missouri board investigated Kalk, who is about 39 and reported graduating from Tufts University School of Medicine in Boston, and accused him of violating Missouri drug laws by not keeping narcotics and other dangerous drugs secure at his St. Louis-area office. The board's allegations also include unprofessionalism, incompetence, negligence and unethical behavior.

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Kalk, who lists an address in Austin as his current residence on the Texas application, could not be reached for comment Thursday.

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Also in 2006, Kalk was arrested on a charge of filing a false police report. He was found guilty in 2008 and fined \$500 but is appealing, according to the circuit clerk's office in St. Louis.

The false report was mentioned in the board's complaint as "an offense which involves moral turpitude."

The board hopes to resolve the negotiations with Kalk "in a week or two," Steinman said.

Texas Medical Board spokeswoman Jill Wiggins said she could not comment on pending applications.

maroser@statesman.com; 445-3619

## Creve Coeur doctor under investigation for multiple allegations

By: Casey Godwin

A Creve Coeur doctor who is accused of dumping patient's medical records behind a shopping center last year now is a suspect in a forgery investigation.

On June 21, Alexander Kalk, M.D., who closed his family practice earlier this year, was brought to the St. Louis County Justice Center for questioning from both the Clayton and Brentwood Police Departments.

Don Schneider, spokesman for St. Louis County Prosecutor Robert McCulloch, said Clayton Police have turned over the case to St. Louis County and that the case is currently under advisement.

"It is an ongoing investigation and we do have something that we're reviewing," Schneider said.

Kalk was brought in for two counts of forgery and was a fugitive in Brentwood for petty larceny, said a jail clerk. Neither jurisdiction has filed charges, and Kalk was released pending application of an arrest warrant.

Kalk, 39, holds his physician's license through the Missouri Board of Healing Arts. After numerous complaints that the board received, Kalk was subject to disciplinary action. Tina Steinman, director of the board, said the board currently is in negotiations with Kalk to determine what that action will be. If negotiations fail, a hearing will be scheduled to determine what action should be taken.

Complaints that the board received cover a broad spectrum of unusual behavior and allege that Kalk:

- \* Lived full time in his medical office, had discontinued bathing and wore the same clothing (without cleaning) for at least one week.
- \* Verbally berated patients and office staff.
- \* Issued payroll checks to employees that bounced due to insufficient funds.
- \* E-mailed threats and acted unprofessionally toward a medical billing service company. Kalk then offered narcotics to the owner of that company.
- \* Violated various state statutes and regulations in regard to controlled substances kept in his office.
- \* Examined a female patient without a female staff member present and offered to help remove the patient's underwear.

The Creve Coeur Police Department investigated Kalk after employees reported their payroll checks were bouncing in January 2007. An investigator reported that during a conversation with the doctor, he tended to ramble and discuss other topics and acted unprofessionally. Kalk told the detective he was \$300,000 in debt. In fact, multiple credit agencies and a landlord had sued Kalk.

The Missouri Board of Narcotics and Dangerous Drugs investigated Kalk in 2006 after receiving complaints from staff members. During a visit from a narcotics investigator, it was found that Kalk had failed to keep an inventory of controlled substances or records of the samples he dispensed, officials said.

Since Kalk left his practice, his license to prescribe controlled substances has been revoked. The license originally was placed on probation status after he was found to not be in compliance with state regulations.

In March 2008, approximately 500 of Kalk's patient medical records were found in a dumpster behind a Manchester shopping center. The records contained private information, including patient's Social Security numbers, photographs, test results and medical histories.

The case has since been turned over to the U.S. Attorney General's office, which currently is investigating.

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## Doctor arrested on forgery charges

Source: St. Louis Post-Dispatch | June 23, 2009

Blythe Bernhard

Jun. 23, 2009 (McClatchy-Tribune Regional News delivered by Newstex) -- Dr. Alexander Kalk of Creve Coeur was arrested Sunday night and held at the St. Louis County Jail under investigation of two counts of forgery, county officials said Monday.

Detectives at the Clayton Police Department said Monday they had applied for warrants against Kalk on unspecified charges. Brentwood police detectives also talked to Kalk at the jail for an investigation into stolen checks, said Police Chief Steve Disbennett.

Kalk, a family practitioner, closed his practice around February amid various charges of trashing patients' records, sending threatening e-mails, not paying his staff and violating drug laws.

The Missouri Board of Healing Arts, which licenses and disciplines doctors, postponed a hearing last week that was scheduled to address Kalk's "repeated negligence." The board is now in settlement negotiations with the doctor over disciplinary action, according to the board's director, Tina Steinman.

The medical board's complaint against Kalk includes allegations that the doctor:

- Lived at his medical office and didn't shower or change his clothes.
- Berated patients and office staff and didn't cover his payroll expenses.
- Sent threatening e-mails to a medical billing services company and offered drugs to the company's owner.
- Offered to help a patient remove her underwear and performed an exam without a female staff member present.

In March of last year, police responded to a report of nearly 500 patient medical records belonging to Kalk being dumped behind a shopping center in Manchester.

Manchester police said Monday they have inventoried the records and will be returning them to the affected patients. The case was handed over to the federal Office for Civil Rights for an investigation into potential violations of medical privacy laws.

Court records show Kalk has been sued by several credit agencies, a landlord and others over debts.

According to patients, Kalk, 39, left his practice on New Ballas Road around February. Kalk has a medical license application pending in Texas, but previous attempts to reach him there were unsuccessful.

A woman calling from Texas who identified herself as Kalk's sister has said he is being treated for an undisclosed illness and does not plan to practice medicine again in Missouri. Nobody answered that phone on Monday.

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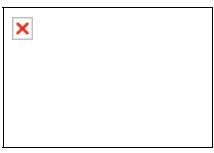
## Dr. Feelbad: When a west-county physician went haywire, no one intervened to shut him down

By [Keegan Hamilton](#)

Published on August 18, 2009 at 1:20pm



Shortly after 6 p.m. on March 8, 2008, Manchester police received an anonymous tip that medical records had been dumped in a trash bin behind Lafayette Center, a nondescript strip mall straddling the suburbs of Ballwin and Manchester. When an officer arrived at the scene, he discovered nearly 500 white binders spilling out of three Dumpsters. The files contained the test results, Social Security numbers and other personal information for 466 patients of Dr. Alexander T. Kalk.



Police attempted to phone Kalk at his office on Old Ballas Road in Creve Coeur. When no one answered, officers searched the building and found no sign of trouble — and no trace of Kalk.



Dr. Alex Kalk, pictured above on the cover of *Ladue News*.

Many of the patient records were printed on letterhead from Missouri Baptist Medical Center. A general practitioner with a specialty in internal medicine, Kalk began an affiliation with the hospital in 2004, and many of his 2,000 patients had been referred to him through the facility.

When police contacted the hospital, Dr. John Krettek, vice president of medical affairs and chief medical officer, told them Kalk hadn't been on staff there for several months after being "forced to leave due to numerous complaints of

misconduct." The hospital, according to police reports, agreed to store the records temporarily "to protect the interests of the patients" and await the arrival of federal investigators from the Department of Health and Human Services, which had been notified of a potential violation of patient privacy law.

In the meantime, Manchester authorities continued their search for the missing doctor. They spoke to his wife, who told

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them that they were in the midst of a bitter divorce. She said she and her children had been "hiding from her husband for several months because she fears for their safety," according to police reports.

She also stated that Kalk was suffering from a variety of mental disorders and "in the process of closing his medical practice due to his own personal and medical problems." The doctor, she further explained, had been staying with friends recently but "might be homeless."

Kalk's employees were equally baffled by their boss' mysterious disappearance. Yoshiko Lesinski, an office clerk, reported to work as usual, only to find that she and a half dozen coworkers had been locked out. She waited outside for a couple hours before giving up and returning home. "He didn't tell anyone he was leaving," Lesinski recalls in a recent interview. "I didn't know what happened. I just figured he didn't make it to office, but he just never returned."

Inexplicably, Kalk, in April 2008, a month after trashing his patients' charts, somehow managed to open a new practice less than half a mile away from his old one. It lasted only a few months.

Kalk was more than \$1 million in debt, with his medical license in jeopardy, when he abruptly left the state in March of this year. He did not surface again until June 21, when he was arrested by Clayton police on suspicion of forging checks belonging to his estranged business partner.

Today, the 39-year-old Kalk lives with his older sister in Austin, Texas, where, he says, he's undergoing treatment for an undisclosed mental ailment. "It's a story of sadness and psychiatric problems," Kalk said of his struggles in a telephone interview last month. "I can only say I'm sorry for the things that happened when I was sick."

---

The first time authorities sensed something seriously amiss with Dr. Kalk came on December 12, 2006, when two of his employees notified Creve Coeur detective Paul Hornung that their paychecks bounced.

Recalling the case last month, the detective said he smelled trouble when he phoned Kalk about the charges. "He called back and left a voice mail that was just incomprehensible," Hornung says. "It was way out there. That was the first clue that I was dealing with somebody who wasn't all there. The more I learned about it, the worse it got."

Hornung then followed up with the disgruntled workers, who, along with complaining about the bad checks — totaling around \$1,500 — proceeded to hurl dozens of other accusations at Kalk. In his police report, Hornung wrote that the two employees had recently quit their jobs because they "felt the doctor had either 'lost his mind' or 'was using drugs, which made him weirder than usual.'"

They also claimed Kalk was living in his medical office, "no longer showering or using personal hygiene," and that a "sub-contractor" made daily visits to the office to apply "make-up to Dr. Kalk's face, to hide bags due to lack of sleep."

Because of the peculiar behavior, Kalk's entire eighteen-person office staff — save for one person — had quit over the previous two weeks. Hornung questioned the lone remaining worker, who admitted Kalk "had been acting a little weird lately," but did not "feel that [Kalk] was a threat to himself or others."

When Hornung finally spoke to Kalk about the allegations, the doctor was furious. "Dr. Kalk was extremely offended that I would call a doctor as important as him, or that I would worry for his safety," he stated in his report. "Dr. Kalk showed no levels of comprehension [about] his entire office staff quitting on him. He believed

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all of them should work for free to show their dedication to the best doctor in the country and to care more about him than other materialistic things."

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## Dr. Feelbad: When a west-county physician went haywire, no one intervened to shut him down

Continued from page 1

Published on August 18, 2009 at 1:20pm

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Later in his conversation with the physician, which Hornung described as "a continuous ramble," Kalk admitted that he didn't have the funds to cover the payroll checks. As for the criminal charges, Hornung noted, Kalk "instructed me on how to handle the investigation: his way, or not at all."

Dr. Alex Kalk gave this list of insults to a St. Louis County judge.

Dr. Alex Kalk gave this list of insults to a St. Louis County judge.

One of Kalk's bizarre ads was made to look like a strip-club promotion.

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**Subject(s):**  
[Alexander Kalk, Missouri Baptist Medical Center, medical records, Creve Coeur, Missouri Board of Registration for the Healing Arts, Bureau of Narcotics and Dangerous Drugs, mental illness](#)

Three days later, on December 15, 2006, Hornung phoned the Missouri Board of Registration for the Healing Arts and the Bureau of Narcotics and Dangerous Drugs — the two state agencies that regulate physicians — to alert them to Kalk's agitated state. Within a week, both agencies began their own inquiries. When Kalk paid his debt to his employees on December 18, the bad-check charges were dropped, and Hornung closed the case.

"Legally, it had to be [the] end of my involvement," says Hornung, adding that he wished he could have helped Kalk seek treatment. "That's honestly why I did what I did."

Growing up, Kalk led what one family friend calls a charmed life. "He was athletic, he was good-looking, very smart," Rob Zaleski remembers. "He was one of these kids who seemed to have it all."

The youngest of five children, Kalk was raised in Chicago's Hyde Park neighborhood. He went to the same

University of Chicago private schools that President Obama's daughters would later attend. In high school he was editor of the school newspaper and captain of the basketball team. Even



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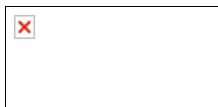
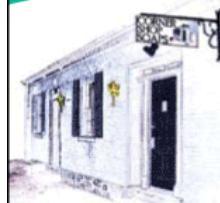
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then, says his sister Debby Kalk, her brother was interested in medicine. "He worked in labs at a local university. He had a relationship there."

After high school, Kalk moved on to Tufts University in Massachusetts, studied biology and graduated cum laude. At Tufts University School of Medicine, he earned a spot in the Alpha Omega Alpha Honor Medical Society. He completed residencies in the surgery department at the University of California-San Diego School of Medicine and in the family medicine branch of Kaiser Permanente in San Diego.

During this time, Kalk's father suffered congestive heart failure. Despite working a busy schedule, Kalk insisted he be moved to San Diego so he could care for him. "His dad really went downhill in those last few years," Zaleski says. "He was not in a good way. [Alex] is a workaholic, but he devoted all of his free time to caring for his father."

Later, Kalk fell in love with a Missouri native, and the couple was married in St. Louis County in June 1997. In 2002 the couple moved to St. Louis. She wanted to be closer to her family, while he longed to start his own private medical practice.

"He disliked working for an HMO because he generally saw about 40 patients a day and got to spend limited time with each one," sister Samara Kalk writes in an e-mail. "Working for himself in St. Louis, he spent large amounts of time with each patient and answered their questions and responded to their problems by phone and e-mail without billing them for it. He is a very caring doctor."

For two years Kalk worked in the urgent care unit at St. Anthony's Medical Center. In late 2004 he began an affiliation with Missouri Baptist and opened his own office.

By 2005, according to divorce files, Kalk's marriage began to crumble. The couple separated in December 2005, and a month later, his wife filed for divorce.

"He was just in shock. He could not believe that this was happening to him," says older sister Debby. "It sent him careening off."

Julie Kalk, Dr. Kalk's ex-wife, declined an interview request for this story. Her maiden name, which she adopted after the divorce, is being withheld. Her Clayton attorney, Lisa Moore, did not respond to several requests for comment.

Thousands of pages of court filings from the lengthy divorce proceedings — in which Kalk represented himself, though he had no legal training — reveal a dispute that turned hostile as the estranged couple bickered over custody of their two young daughters. Kalk's actions, meanwhile — both in and out of the courtroom — became increasingly bizarre.

"Although the Court understands the stress of a divorce proceeding can cause individuals to become anxious and upset and act in ways that are not normal for them," a judge wrote in November 2007, "[Kalk's] behaviors have been so far outside anything this Court has ever seen that his actions are not explained simply by the stress of divorce."

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On October 27, 2007, security guards at the Saint Louis Galleria noticed what appeared to be a man wandering the lower level of the mall clad in a wedding dress, veil, light-blue Crocs and a blond wig. It was Alex Kalk.

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When asked to leave, Kalk became "loud and abusive," the guards informed Richmond Heights police. Later, after his arrest for disorderly conduct, he told police he was going to a wedding in costume and was at the mall to get his makeup done.

"It should be noted," the police report states, "Kalk was already wearing makeup."

"There are things I did due to a psychiatric condition," Kalk says regretfully of the incident. "It's certainly not typical of my life's behavior."

More than anything, adds Kalk, it was the sheer enmity of the divorce that launched his downward spiral.

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## Dr. Feelbad: When a west-county physician went haywire, no one intervened to shut him down

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Kalk was restricted to supervised visits with his children at the St. Louis County courthouse. According to court files, the same month Kalk was arrested at the Galleria, visits were suspended because of his "repeated verbal threats, hostility and aggressive behavior" toward courthouse staff.



Another of Kalk's bizarre ads compared an incident with his associate Jim Stewart to the movie *Dude, Where's My Car?*

Earlier in 2007 a judge ordered Kalk to be escorted around the building by a security guard at all times after he got into a heated argument outside the courtroom with his wife's attorney.

"The way I fought was a stupid way of fighting," Kalk says. "I was rebellious, and I defied authority and thought that somehow that would work. It was really a psychiatric problem that didn't allow me to see I was humiliating myself and everyone else."

On June 17, 2008, St. Louis County Circuit Court Judge Larry Kendrick ruled against Kalk. The doctor was granted monthly one-hour

supervised visits with his children and ordered to pay more than \$94,000 in total child support, despite his claims throughout the proceedings that he was penniless.

The decision sent Kalk into a rage, prompting him to fire off a blistering three-page letter to Kendrick, calling him "a disgrace to the memory of [his] mother" with "the morals of a Nazi." Using a black marker, he scribbled insults directed at the judge on several printouts of Wikipedia entries, including the ones for "tyrant," "fraud" and "alcoholic." Kalk then submitted them as court documents. Kendrick declined comment for this story.

Aside from the occasional bounced check and unpredictable behavior, some former employees and patients say Kalk's work was largely unaffected by the chaos in his life.



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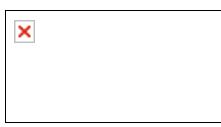
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"We all did notice, but personally, to me, it never interfered with the work atmosphere," says Irma Osmancevic, who spent a year as Kalk's secretary. "I can't say anything but good things about him, because that's how it really was."

Patients say he was generous with his time and concerned with their troubles, both medical and personal. "As we knew him, he was so smart, so sharp," says Donna Etling. "I cannot believe he's doing all these things. He must have two sides. He was so kind, polite and helpful, and willing to go out of his way to find information. He gave us all the time in the world. This other side of him, I did not see."

Occasionally, though, Kalk's patients noticed something was awry. "I went to him one time and he tried to get me to buy my medication from him in cash," recalls Janie Richie. "When I didn't, he got really kind of hateful. After that, I never went back."

Court documents reveal that Kalk was in dire financial straits. A detailed income report he submitted to the court during the divorce shows his practice lost more than \$90,000 in 2006. One of his biggest expenses, \$56,000, was advertising.

Kalk frequently paid to appear in local publications, particularly *Riverfront Times*. Beyond promoting his business, many of the ads refer facetiously to his personal turmoil. In the September 7, 2006, edition of *Riverfront Times*, Kalk published a spoof of the Bobby Darin song "Mack the Knife," which ends with the line, "Look out ... old Kalky's back!"

Another ad, from the October 19, 2006, edition of *Riverfront Times*, is designed to look like a strip-club promotion. It refers to his medical office as "Club 711 West," and the text over his picture beckons patients to "Come Party with One of the Smartest Doctors on the West Side, 7 Days a Week."

"You could probably say [my illness started] about the time I started running the ads in the *RFT*," Kalk says. "That was clearly abnormal."

In July 2007 *RFT* slapped him with a cease-and-desist order after he repeatedly plastered newsstands with magnets bearing the portrait of Che Guevara and the tag line: "A Revolutionary Doctor: alexanderKALKM.D."

In 2007 and 2008 collection agencies and medical-billing companies hounded him about his credit-card debt and unpaid bills. The state Department of Labor and Industrial Relations contacted him several times regarding back pay he owed to his employees, and the Internal Revenue Service garnished his wages after he failed to pay his taxes.

"Because I was ill, I was becoming less organized at collecting money from insurance companies," Kalk explains. "I'd also taken on too much responsibility of leases of medical equipment. The overhead for medical equipment costs was too high. It reached a point with zero money. No money at all."

Kalk filed for bankruptcy on April 15, 2009, claiming more than \$1.1 million in liabilities and just \$300 in total assets, in the form of a used TV set.

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Jim Stewart arrived at Kalk's office on Old Ballas Road as a new patient on a fall day in 2006. He was 47 years old with dark gray hair slicked back across his head. He suffered from cerebral palsy and other ailments and was earning a living chauffeuring prostitutes.

"A girl would do out calls, and I would take them to the calls and wait and take them back. If they flipped a light or called, I'd go in and get them," Stewart recalled last month at his squalid Brentwood apartment, where he

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lives with his ailing mother and two cats. "I met Alex through a stripper and a hooker that I knew. I needed a doctor; I was sick. She said, 'He's great, he's one of my clients.'"

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## Dr. Feelbad: When a west-county physician went haywire, no one intervened to shut him down

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Asked if Stewart is telling the truth, Kalk hesitates before saying, "I don't want to say. I don't know. I guess so, yes, he's a driver."



Dr. Alex Kalk, pictured above on the cover of *Ladue News*.

Dr. Alex Kalk, pictured above on the cover of *Ladue News*.

### Subject(s):

[Alexander Kalk, Missouri Baptist Medical Center, medical records, Creve Coeur, Missouri Board of Registration for the Healing Arts, Bureau of Narcotics and Dangerous Drugs, mental illness](#)

Kalk and Stewart quickly forged a friendship that extended well beyond normal doctor-patient boundaries. On September 28, 2006, Kalk says he crashed his Honda Accord and couldn't remember where he left the vehicle. He then reported the car stolen and asked Stewart to try to locate it for him.

"I had NyQuil, and I was driving with a 102-degree fever," Kalk recounts. "Instead of staying home and not working, I tried to drive to work. I basically had a problem where I hit tires against curb and left it at a gas station. Then the car got towed away. Jim was able to find the car."

Kalk celebrated the incident by placing an ad in *Riverfront Times* in October 2006. The poster for the movie *Dude, Where's My Car?* was altered to include his and Stewart's faces over those of the actors.

In January 2007 Stewart was arrested in Granite City, Illinois, for assaulting his brother with pepper spray. Kalk brought Stewart a prescription drug, the painkiller oxycodone, to the jail and helped bail him out. "It's not typical for a doctor to bail people out of jail," Kalk concedes. "My illness had me thinking that was the right thing to do, that he'd be suffering without medication in jail."

In September 2007, a year after they met, Stewart and Kalk decided to go into business together and registered a



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corporation called Metropolitan Physicians Group with the Missouri Secretary of State. Stewart was listed as the chief officer and says he bankrolled Kalk's move to a new office on Studt Avenue in Creve Coeur with more than \$40,000 in personal loans. He refuses to specify where the money came from.

"I'm connected to certain things I can't discuss," Stewart says cryptically. "Alex knew where I got the money. It was something I had put away for years. I thought it was a good, legitimate investment. A doctor's office, if things are run right, makes money."

Says Kalk: "There was a short period of months where we worked together in practice. I would see patients, and he helped with billing and collections."

The partnership soon soured. The final straw, Stewart says, came when he learned that Kalk had set up a separate company — seven months earlier, in February 2007 — called Project Change Lives with a man named John Tiller.

"It was an idea to have a help group for people who were having trouble with addictions," Kalk explains. "We were never able to get it off the ground. It never took in any money."

Tiller was only a few years removed from setting up a company called "The Civil Rights Defense Legal Team," which swindled prison inmates and their families by charging them for fraudulent legal advice (see "Serial Tiller," Bruce Rushton, July 24, 2002). Kalk says Tiller's parents were among his patients and he wasn't familiar with his business partner's shady past, which includes 27 felony convictions.

"I knew people in prison who Tiller scammed money off of," Stewart says. "When I heard [Alex] was associating with him I said, 'No way.' I made him dissolve the company."

According to Secretary of State records, Project Change Lives was formally disbanded in November 2007. Tiller could not be reached for comment.

Kalk and Stewart's partnership lasted until March 2008, when Kalk trashed his patients' medical charts in Manchester. Stewart provided Manchester and Creve Coeur police reports to *Riverfront Times*.

"We had 2,000-some patients," Stewart says. "They only found 466 records. What happened to the other 1,500? What if that was your Social Security number and D.O.B. and all your personal information floating around out there?"

Last month Stewart set up a website, [www.mpg2009.org](http://www.mpg2009.org), ostensibly to expose Kalk and notify former patients about their missing records. Stewart also uses the site to publish sensational tales about Kalk's alleged exploits with prostitutes and strippers.

"After everything I've done for this guy, to screw me over the way he did, there is no way in hell I'm going to sit back and let him get away with it," Stewart says. "He'll go to the next person and do the same thing."

Kalk insists Stewart is a deranged, disreputable ex-con out to "torch the ashes of my life." "It's not against the law for people to go to east-side clubs. This guy happened to be a friend who knew my personal life," Kalk says. "When I met him I didn't know his whole past. He was just a guy who was offering help to me when I was pretty alone and needed some help."

Stewart admits his criminal record is lengthy. He claims — and Kalk believes him — to be the son of a Mafia hit man who worked for St. Louis' Giordano crime family. At his Brentwood apartment, Stewart goes so far as to

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describe how, at the age of nineteen, he shot his father to death in a domestic dispute after his dad supposedly came after him with a knife. Stewart says it was self-defense, and the jury acquitted him.

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## Dr. Feelbad: When a west-county physician went haywire, no one intervened to shut him down

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"I've been arrested for a lot of things," Stewart says, "everything from drinking in public to second-degree murder. I do have a past. I'm loud and crude. I'm not as debonair, and I don't have as much education as the Kalk family. But it doesn't necessarily make me a bad person. Nobody took advantage of poor Dr. Kalk. It was the other way around."



Dr. Alex Kalk, pictured above on the cover of *Ladue News*.

Dr. Alex Kalk, pictured above on the cover of *Ladue News*.

**Subject(s):**

[Alexander Kalk, Missouri Baptist Medical Center, medical records, Creve Coeur, Missouri Board of Registration for the Healing Arts, Bureau of Narcotics and Dangerous Drugs, mental illness](#)

Despite the dumped medical records, the encounters with police and the allegations of professional misconduct, Kalk continued to practice medicine virtually unfettered.

By the time he left for Texas in March 2009, medical regulators had been investigating Kalk for nearly three years. Still, he was somehow able to obtain a new medical license in Illinois during this time, and even with all of his indiscretions, he remains a licensed physician in Illinois with a clean record.

"His case kind of dragged out over the course of time," says Michael Boeger, administrator of the Missouri Bureau of Narcotics and Dangerous Drugs (BNDD). "He was on probation, and we didn't have

any more issues again. Next thing you know, I'm reading about him in the paper, and he's fleeing the state."

According to Creve Coeur police reports, a BNDD inspector was "thrown out of the office" when he asked to see Kalk's onsite pharmacy on December 19, 2006. A week later, Kalk summoned the inspector back, and he was cited for a half dozen record-keeping violations.

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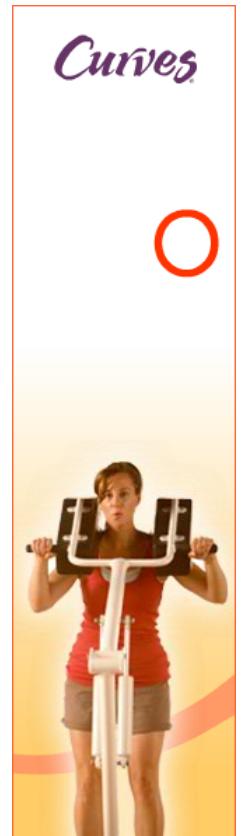
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"Due to a lack of receipt records, inventories and dispensing records," the BNDD found, "it was not possible to conduct an audit to determine if any controlled substances were missing."

But before the BNDD could punish him for the infractions, Kalk bounced a check to renew his medical license, and he lost the right to prescribe painkillers and other controlled substances. Boeger says it is rare for a doctor to work under such circumstances. "It's a liability. No insurance company will work with them. No hospital will give them privileges."

Yet in November 2007, Kalk was granted an Illinois medical license and full drug clearance by the state's pharmacy board. Susan Hofer, a spokeswoman for the Illinois Division of Professional Regulation, says there was no way of knowing about Kalk's troubles in Missouri. "Until there's a final action taken, they don't notify the association [of state medical boards]."

Kalk also continued his affiliation with Missouri Baptist Medical Center until December 2007. Hospital spokeswoman Mary Beck declined an interview request and refused to specify why he was dismissed by the facility.

The Missouri Board of Registration for the Healing Arts was last to act. Kalk wasn't formally disciplined until December 2008, when the state charged him with six counts of misconduct, including sending threatening e-mails to a medical billing company manager and inappropriately touching a female patient.

"Several allegations and different accounts came to us at different times. When a new allegation of misconduct comes in, we go and investigate," says Tina Steinman, the agency's executive director, explaining the delay. "You only have one opportunity [to revoke the license]. We have to make sure we have all the evidence we need."

Kalk signed a settlement allowing him to "voluntarily surrender" his Missouri medical license rather than have it revoked, effective July 1, 2009. Susan Hofer says that distinction is what has allowed him to remain unscathed in Illinois.

"We frequently open an investigation and take action based on the actions of another state," Hofer says. "The issue with voluntary surrender is it doesn't trigger the same kind of urgency as a revoked or suspended license. It's not clear that it's a disciplinary issue."

Medical licensing experts say such oversights are common because each state's system is unique, many are underfunded, and there's often miscommunication between the bureaucracies.

"They don't have staff to do adequate monitoring, let alone speedy resolution of cases," says Tim Greaney, director of the Center for Health Law Studies at Saint Louis University. "Those delays can hurt the public. An eighteen-month investigation can really cause harm during the pending investigation."

Kenneth Vuylsteke, who chairs the medical legal committee for the city's bar association and represents patients in malpractice claims, believes Missouri's system is biased in favor of physicians.

"Their whole theory is, 'We have a lot invested in their training; with the doctors' education, they have so much to offer,'" he says. "Doctors are valuable commodities, but they're also in a position to cause great harm if they don't know what they're doing. I think the Board of Healing Arts in Missouri and in other states needs to take a second look at what they're doing and try to protect patients instead of the licenses of physicians."

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A deputy left Eric Brody brain damaged 11 years ago. But his family still hasn't received a penny of compensation.

By Gail Shepherd

"Missouri definitely has due process built in," counters Steinman. "It can be good, it can be bad — depending on what side you're on."

Dr. Paula Clayton, medical director of the American Foundation for Suicide Prevention, says mental illness is a widespread problem among doctors. "Ninety percent of people who die by suicide have mental disorders," she says. "The studies are unequivocal: Physicians have the highest suicide rate of any profession in the Western world."

Clayton attributes the deaths to the fact that doctors often refuse to seek treatment for their conditions, fearing that it will hurt their careers. Kalk, though, says he had no fear of repercussions. "It's not a question of concealing, it's a question of not realizing," he says. "It just took time for friends and family to convince me I was ill."

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## Dr. Feelbad: When a west-county physician went haywire, no one intervened to shut him down

Continued from page 5

Published on August 18, 2009 at 1:20pm



Kalk declines to reveal his diagnosis, but Bruce Harry, an associate professor of clinical psychiatry at the University of Missouri, says he displays virtually all the symptoms of bipolar disorder.



Dr. Alex Kalk, pictured above on the cover of *Ladue News*.

Dr. Alex Kalk, pictured above on the cover of *Ladue News*.

### Subject(s):

[Alexander Kalk, Missouri Baptist Medical Center, medical records, Creve Coeur, Missouri Board of Registration for the Healing Arts, Bureau of Narcotics and Dangerous Drugs, mental illness](#)

Also called manic-depressive disorder, the illness causes extreme mood swings, reckless spending, severe insomnia and a tendency to "do things that many around them would regard as morally objectionable." "It's often tragic," Harry says. "It can be very disruptive, not just to an individual's life, but to everybody around them."

It's not surprising, Harry adds, that Kalk refused treatment for so long. "The highs from the manic part of manic-depressive sometimes feel so great it's hard to give that up, especially for someone who's down and out or hard on their luck. They feel like they are literally on top of the world."

But when his family finally came to his rescue, they were shocked at what they found. "He was not

functioning," Debby Kalk says. "The bottom line is, when he came to Austin he was practically comatose."

Now Kalk believes his disease is "in remission," and on May 31, 2009, he applied for a Texas medical license. It can take up to a year to process the applications, says Jill Wiggins, a spokeswoman for the Texas Medical Board. Wiggins adds that Kalk's mental condition does not necessarily preclude him from getting the license.

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"I do love medicine and helping people," Kalk says. "I just need assistance and ongoing support to make sure I don't make mistakes again."

He may not get that second chance. A Manchester police report indicates he is still under investigation by the Department of Health and Human Services for disposing of his patients' medical records. A spokesman for the department declined to confirm or deny any details about the case.

There's also a forgery case pending in Clayton. Pressing those charges is Kalk's nemesis, Jim Stewart. Stewart claims he can prove Kalk forged his signature on several thousand dollars worth of personal checks. "I'm not being vindictive," Stewart says of the charges. "I just want my money back."

Clayton police declined to comment. Records show a warrant was issued for Kalk's arrest on June 1, and he was picked up on June 21 when he returned to St. Louis for his monthly visit with his daughters. If charged and convicted, Kalk faces up to seven years in prison and a \$5,000 fine.

"It's unfounded; it's completely untrue," Kalk says of Stewart's allegation. "I know how dangerous he can be, so I'd never think of crossing him. I'd never steal money from him or checks from him. I think he would kill me."

Says Stewart: "I don't have much of a social life. The friends I got I can count on one hand and with fingers left over," he says. "I really liked Alex. If it had been anyone else, they'd be dead."

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