

APPENDIX

NOTICE
This Order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

2021 IL App (4th) 180740-U

NO. 4-18-0740

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
August 27, 2021
Carla Bender
4th District Appellate
Court, IL

THE PEOPLE OF THE STATE OF ILLINOIS,)	Appeal from the
Plaintiff-Appellee,)	Circuit Court of
v.)	Champaign County
CHUCK DUCKWORTH,)	No. 16CF443
Defendant-Appellant.)	
)	Honorable
)	Roger B. Webber,
)	Judge Presiding.

PRESIDING JUSTICE KNECHT delivered the judgment of the court.
Justice Turner concurred in the judgment.
Justice Steigmann specially concurred.

ORDER

- ¶ 1 Held: (1) On a challenge to the sufficiency of the evidence to three of defendant’s nine convictions, the convictions are upheld as they were proven beyond a reasonable doubt.
- (2) As the State concedes, one of the convictions for theft of services is reduced from a felony to a Class A misdemeanor.
- (3) Defendant has not established the trial court committed plain error when it privately reviewed an audio recording of defendant’s sworn statements from a bankruptcy proceeding.
- (4) Defendant has not established he was denied the effective assistance of counsel when his sentencing counsel failed to challenge restitution ordered for debts discharged in bankruptcy.
- (5) The restitution order to Phoenix Insulation, Inc., is vacated as defendant was found not guilty of theft of property from Phoenix Insulation, Inc.

¶ 2 After a bench trial, defendant, Chuck Duckworth, was convicted of multiple counts of both theft of services (720 ILCS 5/16-3(a) (West 2014)) and theft of property exceeding \$500 (720 ILCS 5/16-1(a)(2)(A) (West 2014)) and one count of theft of property exceeding \$10,000 (720 ILCS 5/16-1(a)(2)(A) (West 2014)). Defendant was sentenced to probation and ordered to pay restitution to the victims of those offenses. Defendant appeals, arguing (1) multiple convictions must be vacated as the State failed to prove his guilt beyond a reasonable doubt; (2) his conviction for theft of property over \$500 from Contractor Services of Illinois, count VIII, must be reduced to misdemeanor theft as the State failed to prove the value of the taken property; (3) defendant's right to be present at all critical stages of his trial was violated by the trial court's private listening to an audio recording of bankruptcy proceedings; (4) he was denied the effective assistance of counsel when his trial counsel, at sentencing, failed to argue the restitution order was improper as those debts were discharged in federal bankruptcy proceedings; and (5) the restitution order to Phoenix Insulation, Inc., should be vacated as defendant was acquitted of the count involving that business. We affirm as modified, vacate in part, and remand with directions.

¶ 3 I. BACKGROUND

¶ 4 In December 2013, defendant purchased a building located at 114 North Kentucky Avenue in downtown Rantoul, Illinois (Kentucky Building). The Kentucky Building was an old brick building, formerly housing a hardware store on the first floor and unfinished storage space on the second floor. Defendant intended to renovate the Kentucky Building with a storefront on the first floor and residential space on the second floor.

¶ 5 In July 2014, defendant acquired a "microloan" from the Village of Rantoul for

\$50,000. The Village of Rantoul created the Village of Rantoul Microloan Program to assist in the rehabilitation of downtown Rantoul by providing low-cost funding to small businesses for real estate improvement. The maximum amount a debtor could acquire under the program was \$50,000.

¶ 6 To complete the renovation of the Kentucky Building, defendant hired multiple contractors. Beginning in late summer or early fall 2014 and continuing through approximately March 2015, various contractors worked on renovating the Kentucky Building. Multiple contractors submitted defendant invoices that defendant did not pay.

¶ 7 In June 2015, defendant petitioned for bankruptcy under Chapter 7 of the United States Bankruptcy Code (Bankruptcy Code) (11 U.S.C. § 101 et seq. (2014)). A few months later, the bankruptcy court discharged defendant's debts to his creditors, including the contractors involved in the rehabilitation of the Kentucky Building.

¶ 8 The State, in March 2016, charged defendant with 14 counts of theft of property or services related to the renovation of the Kentucky Building: count I, theft of services having a value exceeding \$300 from Waters Electrical Contracting, Inc. (720 ILCS 5/16-3(a) (West 2014)); count II, theft of property having a value exceeding \$10,000 from Waters Electrical Contracting, Inc. (720 ILCS 5/16-1(a)(2)(A) (West 2014)); count III, theft of services having a value exceeding \$300 from Davis Floor Sanding and Refinishing (720 ILCS 5/16-3(a) (West 2014)); count IV, theft of property having a value exceeding \$500 from Phoenix Insulation, Inc. (720 ILCS 5/16-1(a)(2)(A) (West 2014)); count V, theft of services having a value exceeding \$300 from Good Vibes Sound, Inc. (720 ILCS 5/16-3(a) (West 2014)); count VI, theft of property having a value exceeding \$500 from Good Vibes Sound, Inc. (720 ILCS

5/16-1(a)(2)(A) (West 2014)); count VII, theft of services having a value exceeding \$300 from New Age Home Improvement, Inc. (720 ILCS 5/16-3(a) (West 2014)); count VIII, theft of property having a value exceeding \$500 from Contractor Services of Illinois (720 ILCS 5/16-1(a)(2)(A) (West 2014)); count IX, theft of property having a value exceeding \$500 from Herr Kids, Inc., d/b/a/ Classic Granite and Marble (720 ILCS 5/16-1(a)(2)(A) (West 2014)); count X, theft of services having a value exceeding \$300 from Victor Treat and Sons, Inc. (720 ILCS 5/16-3(a) (West 2014)); count XI, theft of services having a value exceeding \$300 from ServPro of Clinton (720 ILCS 5/16-3(a) (West 2014)); count XII, theft of services having a value exceeding \$300 from Miracle Method (720 ILCS 5/16-3(a) (West 2014)); count XIII, theft of property having a value exceeding \$500 from Custom Flooring (720 ILCS 5/16-1(a)(2)(A) (West 2014)); and count XIV, theft of property having a value exceeding \$10,000 from Lanz Heating and Cooling (720 ILCS 5/16-1(a)(2)(A) (West 2014)).

¶ 9 A. Defendant's Trial

¶ 10 A bench trial was held in April 2017. Below is a summary of the evidence regarding the charges at issue in this appeal. We note defendant was acquitted of counts I, II, IV (the count pertaining to Phoenix Insulation, Inc.), XII, and XIII.

¶ 11 1. Count III, Davis Floor Sanding and Refinishing

¶ 12 Danny Lee Davis testified he met defendant on November 24, 2014, at the Kentucky Building. Defendant wanted the floors on the entire second floor refinished. Defendant told Davis that payment would be through a village loan; defendant mentioned no other source of payment. Davis provided an estimate to defendant. Davis Floor Sanding and Refinishing did not begin working on the Kentucky Building after the initial estimate.

¶ 13 Davis and defendant met a second time on January 19, 2015. Defendant's plans for refinishing the floors changed, leading to a more expensive estimate. When Davis informed defendant of the increased cost, defendant said "that was no problem because he had \$31,000 set aside for floor work." For the work to the scale of defendant's request, Davis would have considered requiring a deposit. Davis did not do so for the Kentucky Building because defendant told him that he had \$31,000 set aside for flooring. After the work was completed, defendant did not pay Davis.

¶ 14 2. Counts V & VI, Good Vibes Sound, Inc.

¶ 15 Michael Roy, a manager at Good Vibes Sound, Inc. (Good Vibes), testified defendant entered his store in September 2014, wanting some audio and video work done on the Kentucky Building. Initially, defendant stated he wanted to rehab a second floor for living quarters and a first floor for retail space. Defendant wanted in-ceiling speakers with an audio receiver. Generally, Good Vibes requested money before such an installation. Good Vibes did not do so for defendant, however, because defendant said he procured a loan through the Village of Rantoul for \$50,000 to cover the installation and equipment Good Vibes would provide.

¶ 16 Good Vibes invoiced defendant in January 2015 for \$1403.92 worth of equipment. At that time, defendant was not billed for services as billing for services would occur when the job was completed.

¶ 17 Roy testified the second round of equipment and installation included a speaker selector, television mounts, a subwoofer, and some wiring (see Exhibit 17B). In April 2015, Roy invoiced defendant for the labor. Around this time, defendant also ordered another receiver and a speaker placement on the mezzanine level. At this point, Roy became concerned about payment.

On May 10, 2015, Roy contacted the Village and the Bank of Rantoul. He learned no money was available.

¶ 18 Steve Suderman, the owner of Good Vibes, testified he went to the Kentucky Building on May 10, 2015, to attempt to repossess equipment they installed. After he could not enter the building, he contacted the number on file for defendant. He spoke to a person identifying himself as defendant, who stated he would allow them to reclaim the equipment and walk away from the installation. They agreed to do so at the end of that week or the next week. However, defendant later called back and said he was unwilling to do so.

¶ 19 3. Count VII, New Age Home Improvement

¶ 20 Ryan Stitt, formerly a general contractor and sole proprietor of New Age Home Improvement (New Age), testified he worked on the Kentucky Building from June or July through December 2014. New Age performed framing work, installed drywall, built stairs, performed metal installation and demolition, and repaired flooring. Stitt testified defendant found him online, asking for a quote on putting in an upstairs balcony. The two discussed how payments would be made. Stitt would deliver invoices “and he would—I don’t know if it was funded through the—through the City of Rantoul or if they signed off with the bank, but he would have to take the invoice.” Defendant mentioned the source of payment was a microloan fund. Defendant did not mention he expected to receive an inheritance or insurance settlement. Defendant also mentioned he received some money from his father. Stitt did not remember details from the conversation. For his early work, through August 2014, Stitt was paid promptly. Stitt was not paid for an invoice dated October 6, 2014, for “hanging, finishing, sanding, drywall.” The invoice did not separate charges for labor and materials. The two were treated the

same on the invoice. Stitt and defendant had an arrangement for payment of that invoice.

Defendant paid for the material, which was drywall and insulation. He made a partial payment for labor. Stitt was to receive the rest of the payment at the end of the job. Stitt believed he would be paid from the village loan fund. Defendant initialed and dated the outstanding balance.

¶ 21 According to Stitt, defendant failed to pay the December 18, 2014, invoice. When Stitt gave defendant the invoice, defendant first said he paid for the work and refused to give Stitt more money. Then, defendant said he had no more money to give him. Stitt testified he would not have extended services on credit to defendant had it not been for the village loan fund.

¶ 22 4. Count VIII, Contractor Services of Illinois

¶ 23 Arlyn Rudin, a partner and subcontractor for Contractor Services of Illinois (Contractor Services), testified Contractor Services installed whole house, central vacuum systems; closet organizers; shower glass; mirrors; and bath accessories. Defendant called Contractor Services in late November 2014 seeking to have a central vacuum system installed in the Kentucky Building. Rudin met defendant at the job site. Later, defendant discussed having closet organizers installed. When Rudin asked defendant how to invoice him, defendant said he was getting money from a grant from the Village of Rantoul. It was important for Rudin to establish how payment would be made as defendant was not a contractor they worked with regularly. Rudin wanted to know how defendant would pay for the work. Because defendant said the money was coming from the Village of Rantoul, Contractor Services did not require payment in advance. Defendant mentioned no other source for payment.

¶ 24 Rudin testified installation was difficult, as the building was old. Contractor Services charged defendant \$2250 for installation of the central vacuum system. Contractor

¶ 28

6. Count XI, ServPro of Clinton

¶ 29

Richard Roth, owner of ServPro of Clinton (ServPro), testified defendant contacted his business to perform work on the Kentucky Building. Roth met defendant on May 19, 2015. At that time, the second floor, “[o]ther than being dusty *** was a beautiful setup.” When one walked up the stairs, there was a bedroom and a bathroom. To the right was a sliding barn door that opened to a great room with a kitchen, living room, and dining room. Televisions had been hung. There was also a “dumbwaiter type of elevator system.” Defendant hired ServPro to do a postconstruction cleanup, specifically cleaning the dust from the floor that had been sanded. Defendant told Roth the flooring company had agreed to pay for the cleanup once ServPro sent them the bill. According to defendant, the flooring company wanted to see the bill to determine whether it would pay out of pocket or submit a claim to their insurance company. On May 21, 2015, a contract was signed and ServPro began work on the Kentucky Building. The total cost for the work was \$4445.30. Defendant did not pay ServPro. Defendant identified no other source of payment other than the flooring company.

¶ 30

7. Count IX, Classic Granite & Marble

¶ 31

Richard Herr, owner of Classic Granite & Marble, testified defendant entered his showroom in the summer of 2014, asking about kitchen countertops to be installed in the Kentucky Building. Defendant contracted with Classic Granite & Marble in December 2014. The amount of the bid agreed upon by defendant was \$8255. Generally, Classic Granite & Marble required a 50% deposit. That was “whited out” on the contract, as defendant had a loan through the Village of Rantoul. Herr testified defendant told him the work had to be done first and then the Village would inspect the work and issue a check “in full.” Defendant told Herr the Village

would not issue a partial payment. Defendant identified no other source of payment.

¶ 32 Herr explained he visited defendant at the Kentucky Building during the fall of 2014 and noticed the cost of the work done exceeded \$50,000. Herr said the Kentucky Building “was a very nice place.” When they stopped at the middle level, defendant told him it was going to be a theater room. Herr said, “you obviously didn’t do this for \$50,000.” Defendant responded Herr was correct. Defendant assured Herr “he saved the \$50,000 for the flooring and the countertops [because] he felt like those were the two most expensive things that he was doing.” Defendant mentioned no other source of income for the granite work. Herr noted defendant did say he had a cleaning business.

¶ 33 Defendant was sent an invoice for the granite work in March 2015. Defendant told Herr he submitted the bill to the Village, which was in the process of “doing the collections.” At some point, Herr received a call from defendant. Defendant told him there was to be a report on the news about some contractors not being paid and the Village had revoked his loan. Defendant further told Herr he was the victim of identity theft.

¶ 34 On cross-examination, Herr testified Classic Granite & Marble had earlier completed work on a house defendant owned in Rantoul. Defendant paid for that work.

¶ 35 8. Count XIV , Lanz Heating and Cooling

¶ 36 Jacob Farmer, a comfort consultant for residential sales for Lanz Heating and Cooling, testified defendant, in 2014, called the Lanz Heating and Cooling sales coordinator to make an appointment to discuss improvements at the Kentucky Building. On August 22, 2014, Farmer met defendant at the Kentucky Building. Defendant wanted to make the second floor of the building a residential space. For the mezzanine level, defendant was considering office space.

Lanz Heating and Cooling installed two ductless units. On the second floor, defendant wanted a system for the great room with a family area and a kitchen as well as a system for the bedroom, master-suite area. On August 26, 2014, Farmer presented the plan to defendant. At that time, they discussed payment. Defendant told Farmer about the loan he was getting from the Village of Rantoul. He further told Farmer about the other projects defendant had completed. The two looked at video of the other projects. Defendant told Farmer the Village of Rantoul was giving him a loan for his work as he was restoring an older historical building.

¶ 37 The first invoice was sent to defendant on September 19, 2014, after 90% of the work had been completed. Lanz Heating and Cooling requested 90% of the payment for that work. The total for the project was \$28,120.

¶ 38 Normally all proposals from Lanz Heating and Cooling require a down payment of 50% with the rest due upon completion. In this case, Farmer did not require the down payment “[b]ecause [defendant] had mentioned the Village of Rantoul loan.” Farmer also stated: “[Defendant] had mentioned that he had done this before, and it seemed like a very noble cause I thought at that time. And then on top of that, I was required to meet another time with what I expected to be two gentlemen from the Bank of Rantoul. They had me walk through and show them exactly what we were going to do before the work was even begun.” The two men wanted to know about the scope of the work. This meeting occurred the week before work began, in September 2014. Defendant further told Farmer the bank would not release funds until the work was completed.

¶ 39 According to Farmer, defendant identified no other source of funds for payment. Defendant had mentioned he owned a cleaning business in the context of scheduling meetings

and installation. Defendant signed the August 27, 2014, estimate for \$28,120. In October and early November, Lanz Heating and Cooling did plumbing work for defendant, amounting to \$6525. By this point, 90% of the work was completed. All of the work was to be done by December 1, 2014. Defendant told Farmer “there had to be a final walkthrough from the bank after all of the work was done before they would pay.”

¶ 40 Troy Lanz, owner of Lanz Heating and Cooling, testified Lanz Heating and Cooling did not require a deposit for work at the Kentucky Building because of the involvement of the Bank of Rantoul. In January or February 2015, defendant said he would give Lanz \$2000, but defendant did not do so. No payment was made by defendant to Lanz Heating and Cooling. Lanz testified his business lost \$5109 in labor charges and \$26,724 in equipment charges.

¶ 41 9. Village of Rantoul

¶ 42 Daniel Culkin, the director of the inspection department for the Village of Rantoul, testified he was asked in July 2014 to oversee and verify expenditures of the \$50,000 loan to defendant. This process involved the owner of the property delivering a bill or statement for work that was being done. Culkin would then go to the property, verify the work was completed, and initial the statement or bill or contact the bank officials to authorize payment. Culkin’s role did not include approving whether expenditures were appropriate. Vendors did not need to wait until the project was finished to submit an invoice for payment. They could perform the work in phases.

¶ 43 According to Culkin, when he first visited the Kentucky Building to oversee defendant’s expenditures, the building was, zoning-wise, a commercial district property. The property was in “rough condition.” It was not finished above the first floor. Culkin had regular

contact with defendant. Defendant submitted an invoice from New Age, which Culkin approved. For that invoice, Culkin contacted the bank representative to authorize payment. When Culkin was shown two other invoices for work performed by New Age, Culkin testified defendant did not submit those invoices for payment.

¶ 44 Culkin testified defendant had not submitted invoices for Contractor Services, Davis Floor Sanding and Refinishing, Classic Granite and Marble, Lanz Heating and Cooling, Custom Flooring, ServPro, Victor Treat and Sons, Good Vibes, Phoenix Insulation, Inc. (Phoenix Insulation), Waters Electrical Contracting, or Miracle Method of Central Illinois.

¶ 45 Around September 2014, Culkin became concerned about the amount of money left in the loan fund. A large payment had been made to Roto-Rooter and “something like \$12,000” remained. This concerned Culkin because he knew other bills were coming due, including an estimate provided from Lanz Heating and Air Conditioning for around \$28,000.

¶ 46 On cross-examination, Culkin testified the Bank of Rantoul made the payments after receiving verification from Culkin. Culkin did not know how the bank dispersed the payments. He did not see any of the checks.

¶ 47 10. Bank of Rantoul

¶ 48 Craig Rogers, a commercial loan officer for the Bank of Rantoul, described the process of the microloan program. Under the program, the Village approved loans to individuals and the Bank of Rantoul serviced the loans. The Village’s loan funds were tracked via “paper trail.” According to Rogers, “The village would give us a check for a dollar amount. After disbursements to the customer *** or person, we would then take the remaining funds into another cashier’s check until the next draw request.” Rogers agreed “instead of having numbers

on a computer account, you physically draft a cashier's check for the balance and then replace it with a new one each time there is a disbursement" because the money was not the bank's money and that was how the bank kept track of the remaining amount left on the loan.

¶ 49 Rogers testified the bills would go to either the Village of Rantoul or to himself. If Rogers received a bill, the Village would sign off on the bill before funds were disbursed. If the bills went to the Village, the Village would contact the bank and tell them to disburse the funds. Culkin was the contact with the Village. Rogers was not aware of any disbursement made without defendant's and the Village's approval.

¶ 50 According to Rogers, defendant's loan was for \$50,000. Each time a disbursement was made, Rogers confirmed the outstanding balance with defendant. A State's exhibit shows the balance of the loan was \$50,000 when it was new as of July 9, 2014. As of September 3, 2014, only \$17,500 remained. As of October 7, 2014, only \$8170.70 remained available to defendant. Three days later, approximately \$3700 remained. By January 16, 2015, that number was approximately \$900. At no point did Rogers receive an invoice for payment for Custom Flooring, Hesterberg Electric, Good Vibes, Miracle Method of Central Illinois, Victor Treat and Sons, Davis Flooring Sanding and Refinishing, Phoenix Insulation, Contractor Services, Waters Electric Contracting, Lanz Heating and Cooling, Classic Granite and Marble, or ServPro.

¶ 51 Dennis Long, chairman of the board of the Bank of Rantoul, testified he sat on the committee that reviewed and approved loans through the Village of Rantoul Microloan Program. Defendant applied for the loan in 2014 after he acquired the Kentucky Building. The Kentucky Building was the old Litchfield Hardware building. Defendant wanted to do extensive remodeling with plans to rent the first floor as commercial space and reside on the second floor.

Defendant requested a loan for \$50,000, the maximum amount allowed under the program. The loan was “closed-end credit,” meaning the loan would not be readvanced.

¶ 52 In the course of applying for the loan, defendant informed Long of his sources of income. Defendant’s tax returns showed income from a cleaning business. Defendant also received disability income from social security. The funds from the microloan were to be spent on rehabilitating structural issues within the Kentucky Building. At no point during the conversations regarding defendant’s income did defendant mention anticipating an inheritance or insurance settlement. He also did not mention a payment related to a child-support obligation.

¶ 53 Long testified defendant had rehabilitated an old church in Rantoul. Defendant sold that property, and the committee understood the proceeds from that sale went to purchase the Kentucky Building and rehabilitation of that building.

¶ 54 Long testified regarding an incident where he received a phone call from a plumbing contractor inquiring as to the availability of funds to be paid on work he had done for defendant. Long told the contractor the funds were available at that time. Defendant approached Long the next day. Defendant was “rather irate” Long had told the man funds were available. On September 3, 2014, a \$17,500 payment was issued to Roto-Rooter.

¶ 55 11. Defendant’s Testimony

¶ 56 Defendant testified he had lived in Rantoul since 2010. He owned a cleaning business, which did janitorial work for offices and factories. At the time of his testimony, defendant’s cleaning business had no employees.

¶ 57 Defendant had building and renovation experience. In 2001, he and his then-wife constructed a house. For that project, defendant acted as a general contractor and hired multiple

contractors. The contractors were paid for their work. Defendant and his wife resided there for five years until they divorced. Defendant then purchased a church in Rantoul and renovated the building into a residence. He hired contractors to complete the project and lived there for three years before selling it in 2013.

¶ 58 When defendant purchased the Kentucky Building in December 2013, he had a plan in place to pay for the renovation. Defendant used \$84,000 in proceeds from the sale of the church to purchase the building. He intended to use proceeds from that sale to purchase materials such as appliances, toilets, lights, and drywall. To further help finance the renovation, defendant applied for a microloan from the Village of Rantoul. His intent was to use microloan proceeds for brick work, plumbing, and some materials. Defendant's renovation plans included \$175,000 he believed he would receive from his father's estate. Defendant's father told defendant he would leave him \$175,000 upon his death. Defendant's father died in December 2012. As of the date of his testimony, defendant had not received any money from his father's estate. Defendant believed he was going to, as his "grandmother was to distribute it to [him] for the purchase of another property." Defendant intended to use that \$175,000 for the larger jobs, such as floor sanding, insulation, countertops, air conditioning, and electrical work.

¶ 59 Defendant testified regarding the rules of receiving the microloan. At the June 2014 meeting regarding his loan, defendant took notes. Defendant was told he had to hire licensed contractors and inform the contractors that he had been approved for the microloan. Defendant told everyone about the loan because he was instructed to do so. The microloan appeared in the newspaper in 2014. More than half of the contractors contacted defendant after the information was published in the paper, including Stitt from New Age. Defendant could not

name other contractors who initiated contact with him. There were “so many people,” about six. Defendant denied telling any of the contractors they would receive payment from the loan. Defendant told the contractors he would pay them from the inheritance.

¶ 60 In November 2014, a television producer contacted defendant, asking him if he would be interested in doing a reality show rehabbing commercial properties into homes. The producer saw some photos on Facebook. The two reached an agreement. Defendant told all of the contractors about the reality show, some of whom were interested in participating. Specifically, defendant identified Davis and Hess as having been recorded for the show. The show had not been produced, but defendant wanted to pursue it.

¶ 61 Defendant testified regarding the \$175,000 he expected to receive from his father. He had several conversations with his mother, stepmother, and grandmother about the money. He and his stepmother, Lisa Brown, had multiple conversations in December 2014. Lisa wrote defendant a letter explaining she had health issues and would contact defendant’s grandmother to try to take care of things in a timely manner. Defendant’s grandmother visited defendant four times at the Kentucky Building. The first time was in December 2013, shortly after defendant purchased the property. She returned in November 2014 to see the progress. His grandmother wanted to follow his father’s wishes to continue with defendant’s project. Defendant first suspected a problem with the money in April 2015. Defendant’s grandmother stopped returning his calls. His uncle would not allow him to see her. In March 2016, defendant learned his grandmother was in a nursing home. He visited her there. She did not recognize him. Defendant knew he was not going to receive the money from his father.

¶ 62 Contractors began to file liens against the property. After a news story appeared

on television regarding the Kentucky Building, a lawyer called defendant and recommended he file for bankruptcy.

¶ 63 On June 17, 2015, defendant filed a voluntary petition for bankruptcy under Chapter 7 of the Bankruptcy Code (11 U.S.C. § 101 et seq. (2008)). In his petition, he estimated his assets as valued between \$0 and \$50,000 and his liabilities between \$100,001 to \$500,000. On September 28, 2015, defendant was granted a discharge in bankruptcy. On the back of the order was a general summary of the bankruptcy discharge. The order specifically stated that “most fines, penalties, forfeitures, or criminal[-]restitution obligations” were not debts discharged in bankruptcy proceedings.

¶ 64 On cross-examination, defendant testified he was present when his father signed a will leaving him \$175,000. Defendant was told the money was in bonds, which were kept in a safe at his grandmother’s house. Defendant’s name was on the bond. When asked why he did not gain possession of the bonds upon his father’s death, defendant said it was his grandmother’s intent to honor his father’s wishes. The money would be used toward the purchase of another property.

¶ 65 At no point during the process of applying for the microloan did defendant tell the lenders about the inheritance “because [he] had not received it.” Defendant denied telling contractors the loan was his only source to pay them.

¶ 66 In January 2014, defendant’s grandmother gave him \$10,000 to purchase a mobile home for him to reside in. In 2008 or 2009, his grandmother gave him \$30,000 to purchase a vehicle.

¶ 67 On examination by the trial court, defendant testified he did not know if the will

had been probated. Defendant testified he paid his grandmother back for the \$30,000 she gave him for the car. Defendant affirmed he was required by the microloan committee to tell contractors he had the loan; he did not have to tell them they would or would not be paid from the loan.

¶ 68

12. Rebuttal Evidence

¶ 69 The State called multiple witnesses in rebuttal. Davis testified it did “kind of ring a bell” about the possibility of a reality television show. Davis, however, testified at no point was it agreed part of his compensation came from the exposure he would get on the television show. Davis reported defendant told him he would be paid through the loan. According to Davis, defendant also stated, “When you’re done the bank will come in and inspect the work’s done and you’ll be paid.”

¶ 70 On examination by the trial court, Davis testified he did not agree to be filmed or interviewed for the television show, stating “[t]hat was not even discussed.” He did not believe he was video recorded.

¶ 71 Long testified, during his two or three conversations with defendant regarding applying for the microloan, he did not tell defendant contractors had to be told of the existence of the loan. Long was aware of no such requirement and he was present at every meeting of the loan committee that defendant attended. Long did not hear any member of the committee tell defendant of such a requirement. Although he could not recall every conversation with defendant, Long testified he would have remembered a conversation involving the alleged requirement as “it’s so unusual, I would remember if I did it.”

¶ 72 Rogers and Culkin also testified of not being aware of any such requirement.

¶ 73 The State sought to enter into evidence an audio recording of defendant's sworn statements during bankruptcy proceedings. The proceeding was a meeting of the creditors and defendant's statements were made under oath. After defense counsel agreed to the trial court listening to the nearly hour-long recording in chambers, and a four-week adjournment of the trial, the trial court listened to the audio recording.

¶ 74 At the bankruptcy proceeding, defendant testified to the following: He received a letter dated February 24, 2015, signed by his stepmother Lisa. Earl Brown was defendant's biological father. He died in August 2012. Earl had an insurance policy he promised defendant would receive. Lisa was listed as the beneficiary. Defendant was not listed as a beneficiary. Defendant stated he was to receive half of the funds or \$150,000. There was nothing in writing. Defendant had not seen the insurance policy. Defendant did not know why he had not received the money. He did not know if he would. Whenever he asked Lisa about the money, she would "break down" or say, "I've been busy." Defendant testified he had not seen a will. He believed there was no will. He did not know if probate proceedings were started in Ohio upon Earl's death. Lisa told defendant she had not received any money.

¶ 75 Defendant testified he believed he would receive his inheritance. Defendant said the only way he could cover the payments to the contractors was with that money. Earl had eight children. None of the other children were promised any proceeds from the life insurance. Lisa knew defendant bought the Kentucky Building and planned to renovate the building. Defendant stated the Kentucky Building property was worth \$34,000.

¶ 76 Defendant testified he received \$160,000 from the sale of the church property. He believed \$42,000 to \$45,000 remained on the mortgage. There were no other liens or secured

loans. Defendant paid \$35,000 for the Kentucky Building.

¶ 77 Work had been done on the first floor of the Kentucky Building, including demolition work and removing plaster from the walls. Molina Masonry had been paid for the work from the microloan. Hesterberg Electric installed some electrical conduit but was not paid for the work. The only other work done at the time of the bankruptcy proceedings was painting by “Brad.” Defendant paid “Brad” a “couple hundred dollars” from defendant’s cleaning business proceeds. Later, however, defendant stated Brad had not yet started painting.

¶ 78 Defendant was living in the building at the time of the bankruptcy proceedings. He denied receiving letters from the Village of Rantoul telling him he could not live in the residence. Defendant made payments on his mortgage. When told the construction permit for the Kentucky Building expired, defendant stated he no longer needed one as there was no work left to be done.

¶ 79

B. Verdict

¶ 80 The trial court found no dispute defendant received the goods and services as alleged in the complaint and he failed to pay fully for all of them. The court found defendant “clearly intended to permanently deprive the respective owners of the use or benefit of the property.” The court thus noted the sole issue in dispute was “whether [defendant] knowingly obtained these goods and services by deception.” The court found the reasonableness of any belief defendant would obtain anything from his father in terms of inheritance “was fading by the fall of 2014 when the bulk of the project, at least that part that is subject to the 14 counts of the complaint in this case, was alleged to have taken place.” The court further found incredible defendant’s testimony the funds from his previous rehab project were to be used. The court noted

it listened to the audio recording of defendant's testimony from the bankruptcy proceedings, when defendant was questioned "thoroughly" regarding "the disposition of the funds from the sale" and defendant's explanation "was confusing and vague at best." The court addressed each count individually and found defendant not guilty of a number of counts upon finding no evidence in those counts to show defendant obtained those goods or services through deception. This included count IV, by which the State alleged defendant committed theft of property exceeding \$500 in value from Phoenix Insulation, Inc. The court found defendant guilty of counts III, V, VI, VII, VIII, IX, X, XI, and XIV.

¶ 81

C. Sentence

¶ 82 At the sentencing hearing, the State requested a prison sentence of five years and an order of restitution in the case. Defense counsel began argument by stating he was saddened by the State's request for five years. Counsel argued the following:

"I said from the onset, you know, [defendant] should be held liable in terms of, you know, paying these contractors back. But right now we have a criminal justice that has 2.3 million people incarcerated, your Honor, and if there is anyone deserving of the opportunity to not go inside of a prison or a jail, it's [defendant]. Prison doesn't get you better. ***

[Defendant] goes away for five years, the building is gone.

No one has it, right? It's absolutely gone."

Counsel further argued, "I would hope that even the contractors themselves don't want to see this man go to prison. Yeah, they want to be paid back, but to see him go to prison?"

¶ 83 The trial court sentenced defendant to probation. On counts III, V, VII, X, and XI, which were convictions for theft of services having a value of over \$300, defendant was sentenced to 12 months' probation. For counts VI, VIII, and IX, convictions for theft of property exceeding \$500, defendant was sentenced to 30 months' probation. On count XIV, defendant was sentenced to 48 months' probation. The trial court also ordered defendant to pay \$95,331.10 in restitution. Of this amount, \$3322 was ordered to be paid to Phoenix Insulation.

¶ 84 This appeal followed.

¶ 85 II. ANALYSIS

¶ 86 A. Sufficiency of the Evidence

¶ 87 Defendant first challenges his convictions for counts III, VII, and VIII, alleging the State failed to prove beyond a reasonable doubt he knowingly obtained services or products by deception. Defendant's conviction on count III was for theft of services having a value exceeding \$300; defendant's convictions on counts VII and VIII were for theft of property having a value exceeding \$500.

¶ 88 Upon a challenge to the sufficiency of the evidence to support a criminal conviction, this court considers the evidence "in the light most favorable to the prosecution" and determines whether "any rational trier of fact could have found the essential elements of the crime beyond a reasonable doubt." *People v. Ward*, 215 Ill. 2d 317, 322, 830 N.E.2d 556, 559 (2005). In this undertaking, we examine the record as a whole and not simply the evidence supporting the State's theory of the case. See *People v. Wheeler*, 226 Ill. 2d 92, 117-18, 871 N.E.2d 728, 742 (2007).

¶ 89 1. Count III, Theft of Services

¶ 90 As to count III, defendant was convicted of theft of services from Davis Floor Sanding and Refinishing (see 720 ILCS 5/16-3(a) (West 2014)). Under section 16-3(a) (720 ILCS 5/16-3(a) (West 2014)), one “commits theft when he or she knowingly obtains the temporary use of *** services of another which are available only for hire, by means of threat or deception or knowing that such use is without the consent of the person providing the *** services.” “Deception” is defined as to do the following “knowingly”:

“(a) Create or confirm another’s impression which is false and which the offender does not believe to be true; or

(b) Fail to correct a false impression which the offender previously has created or confirmed; or

* * *

(e) Promise performance which the offender does not intend to perform or knows will not be performed. Failure to perform standing alone is not evidence that the offender did not intend to perform.” 720 ILCS 5/15-4(a), (b), (e) (West 2014).

Defendant cites case law establishing the offense of theft-by-deception requires proof the defendant acted with “specific intent to defraud.” See *People v. Reich*, 241 Ill. App. 3d 666, 667, 670, 610 N.E.2d 124, 125, 126-27 (1993) (citing Ill. Rev. Stat. 1987, ch. 38, ¶ 16-1(b)(1)). The State does not contradict defendant’s conclusion regarding the offense here, as theft of services based on deception (see 720 ILCS 5/16-3(a) (West 2014)) also requires proof defendant acted with specific intent to defraud Davis Floor Sanding and Refinishing.

¶ 91 Defendant argues there was no evidence the services of Davis Floor Sanding and

Refinishing were provided as a result of deception or defendant specifically intended to defraud the company. Defendant emphasizes, while Davis's testimony established defendant told Davis he would pay him from the proceeds of the microloan in November, when the decision was made to provide the services in January 2015, defendant said he had \$31,000 set aside to pay for the refinishing but did not state those funds would come from the microloan. Defendant further emphasizes his testimony he believed he was to receive funds from his father's estate and he intended to pay Davis Floor Sanding and Refinishing from those funds.

¶ 92 We find the evidence, viewed in the light most favorable to the prosecution, sufficiently establishes defendant had the specific intent to defraud Davis Floor Sanding and Refinishing. That the microloan was not mentioned specifically in January 2015 does not render this element unproved. The testimony establishes on November 24, 2014, defendant told Davis the floors would be paid for through a village loan. He mentioned no other source of payment. When the two met again, less than two months later, he said \$31,000 was set aside for floor work. Defendant did not tell Davis the flooring would be paid for through any other financial source. The failure to "correct a false impression which the offender previously has created" sufficiently establishes deception. 720 ILCS 5/15-4(b) (West 2014). While defendant testified he intended to pay for these services through an inheritance, the trial court plainly did not believe him. This conviction is upheld.

¶ 93 2. Count VII, Theft of Services

¶ 94 Defendant next argues the evidence was insufficient to establish he intended to deceive Stitt and New Age and, therefore, his conviction for count VII was improper. Defendant emphasizes Stitt's decision not to require a deposit was not the product of deception. He focuses

on the fact defendant paid Stitt's invoices and performed his part of the agreement until the loan fund was nearly exhausted.

¶ 95 We disagree. The evidence establishes Stitt would not have agreed to perform the services had he not been told of the microloan fund. That defendant paid part of the invoices does not lead to the conclusion defendant intended to pay Stitt fully and, therefore, was not acting to deceive him. Instead, in the light most favorable to the State, this conduct shows defendant wanted New Age to continue working on the Kentucky Building. New Age performed work over several months. The July 24, 2014, invoice for "Site Work week 1," in the amount of \$3500, was paid. The August 1, 2014, invoice for \$1500 was also paid. New Age continued to work on the Kentucky Building, performing framing work, installing drywall, and building stairs. When presented with the October 6, 2014, invoice, defendant did not pay the entire invoice. Stitt and defendant worked out an agreement. Defendant paid for the materials and would pay for the labor when the work was completed. New Age continued to work. Defendant then refused to pay the December 18, 2018, invoice, totaling \$5100, asserting no money was left. As defendant continued to have Stitt work for him, the microloan funds were dwindling and he was acquiring debt to other contractors, such as Contractor Services. As of October 10, 2014, when the agreement with Stitt was renegotiated, approximately \$3700 of the microloan remained. The evidence sufficiently established the State proved beyond a reasonable doubt defendant intended to deceive Stitt and New Age to acquire services from them.

¶ 96 3. Count VIII, Theft of Property

¶ 97 a. Sufficiency of the Evidence

¶ 98 Defendant next argues the State failed to prove him guilty beyond a reasonable

doubt of theft of property from Contractor Services. Defendant argues there was no fraudulent representation on his part and no evidence the products Contractor Services provided were given as a result of that deception or that he had the specific intent to defraud Contractor Services. Defendant emphasizes Rudin, an owner of Contractor Services, stated, regarding the deposit, he “assumed that it would be taken care of.”

¶ 99 Defendant’s emphasis on he “assumed that it would be taken care of” is misleading as Rudin expressly testified he would not have provided the property had he not been informed of the microloan and, after he asked how defendant “was getting the money,” defendant said he was getting money from the Village of Rantoul. There is sufficient evidence from which it may be determined the misrepresentation was the reason Rudin and Contractor Services entered into the agreement with defendant and installed their equipment.

¶ 100 In addition, there is ample evidence defendant had the specific intent to defraud Rudin. As of November 2014, when defendant first contacted Contractor Services to contract for over \$6000 of goods and services, less than \$3700 remained in the microloan. Defendant had failed to pay at least one other contractor (New Age in October 2014), and defendant continued to gain services and products from other contractors. There is ample evidence undermining defendant’s alleged belief he would receive funds from his father’s estate. No contractor stated defendant mentioned the inheritance as the means of paying for services. Earl died in December 2012, and defendant had not yet received funds from his father’s estate. Testimony from the trial and the bankruptcy proceedings was inconsistent as to whether Earl had a will and whether the funds were from insurance proceeds or bonds. Given these inconsistencies, the trial court reasonably did not believe him.

¶ 101

b. Misdemeanor

¶ 102 Defendant argues, in the alternative, his conviction for count VIII should be reduced from a felony to a misdemeanor because the State failed to establish he stole property valued at more than \$500, an element of the offense. Defendant acknowledges the exhibits introduced by the State show Contractor Services performed work on the Kentucky Building but emphasizes those exhibits fail to differentiate between the value of the property defendant was convicted of taking and the services provided. Defendant reasons, because there was no proof of the value of the property taken, an element of the offense, his conviction for theft of property exceeding \$500 cannot stand and must be reduced.

¶ 103 Theft of property under section 16-1(a)(2) of the Criminal Code of 2012 (720 ILCS 5/16-1(a)(2) (West 2014)) is a Class 3 felony if the value of the property taken exceeds \$500 but is less than \$10,000 (720 ILCS 5/16-1(b)(4) (West 2014)). However, if the value does not exceed \$500 and the theft of property does not occur “from the person,” then the theft is a Class A misdemeanor. See 720 ILCS 5/16-1(b)(1) (West 2014).

¶ 104 The State concedes no evidence was presented to show the property involved in the installation of the vacuum system and shelving exceeded \$500 and defendant’s conviction should be reduced to a Class A misdemeanor. While evidence demonstrated the total owed to Contractor Services approached \$6000, there was no division of the parts and labor.

¶ 105 We accept the State’s concession the evidence was insufficient to prove beyond a reasonable doubt defendant committed theft of property over \$500. See 720 ILCS 5/16-1(a)(2), (b)(4) (West 2014). We further accept both parties’ concession the evidence is sufficient to establish misdemeanor theft. See 720 ILCS 5/16-1(a)(2), (b)(1). We therefore reduce defendant’s

conviction from theft of property exceeding \$500 to misdemeanor theft and remand the cause to the trial court for resentencing on the lesser charge. See *People v. Rowell*, 229 Ill. 2d 82, 101, 890 N.E.2d 487, 498 (2008) (reducing the conviction from felony retail theft to misdemeanor retail theft and remanding for resentencing).

¶ 106 B. Defendant's Right to Be Present

¶ 107 Defendant next argues plain error occurred when his right to be present at all critical stages of trial was violated. Defendant contends the trial court's private listening to an audio recording of the bankruptcy proceeding, even with trial counsel's consent, denied him a fair trial. Defendant acknowledges the issue was not preserved for our review but asserts, under *People v. Lucas*, 2019 IL App (1st) 160501, 141 N.E.3d 341, we should reverse under the plain-error doctrine.

¶ 108 Under the plain-error doctrine, a clear or obvious error forfeited below may be remedied on appeal if (1) the evidence was closely balanced or (2) the error was sufficiently grave it affected the fairness of the trial and challenged the integrity of the judicial process. *People v. Thompson*, 238 Ill. 2d 598, 613, 939 N.E.2d 403, 413 (2010). The first task in plain-error analysis is consideration of whether a clear or obvious error occurred. *Id.* The burden of proving such error falls on defendant. *People v. Herron*, 215 Ill. 2d 167, 187, 830 N.E.2d 467, 479-80 (2005).

¶ 109 The clear or obvious error complained of allegedly occurred when the trial court, upon defense counsel's express agreement, listened to an audio recording of defendant's testimony during the bankruptcy proceeding. A defendant's general right to be present at all critical stages of criminal proceedings, from arraignment to sentencing, is guaranteed by both the

Illinois and United States Constitutions. *People v. Lindsey*, 201 Ill. 2d 45, 55, 772 N.E.2d 1268, 1275 (2002). Case law shows the analysis of whether a defendant has been denied the right generally involves two considerations: (1) whether the criminal proceeding at issue is a “critical stage” and (2) whether defendant’s denial of that right is an error for which reversal is required. See *id.* (considering whether the jury waiver was a critical stage of proceedings); see also *Lucas*, 2019 IL App (1st) 160501, ¶¶ 5, 14 (evaluating whether defendant was denied her right to be present when a video of her arrest was viewed during trial outside her presence). Here, the parties do not dispute the trial court’s listening to an audio recording of defendant’s testimony occurred during a critical stage of proceedings. We note such an argument could reasonably have been made. See *People v. Groebe*, 2019 IL App (1st) 180503, ¶¶ 51-52, 145 N.E.3d 411 (finding the defendant’s presence at the trial court’s *in camera* viewing of a traffic stop and arrest during trial was not at a critical stage of the proceedings as the officer testified to the events and accuracy of the video and the defendant was able to cross-examine the officer and argue regarding the contents of the video); *People v. Richardson*, 2021 IL App (1st) 190821, ¶¶ 2, 61 (finding the defendant was not denied his right to be present when the trial court viewed videotaped evidence *in camera* during a pretrial hearing upon concluding the viewing did not occur at a critical stage of proceedings); *People v. Young*, 2013 IL App (4th) 120228, ¶¶ 24-25, 996 N.E.2d 671 (same); cf. *Lucas*, 2019 IL App (1st) 160501, ¶ 5 (distinguishing *Young* on the basis the *in camera* viewing of the video was for the purposes of establishing admissibility at trial and not the “actual offer as substantive evidence”). However, because such argument was not raised or countered and the matter may be readily resolved based on consideration of whether defendant was denied a fair trial, we make no determination on this ground.

¶ 110 The Supreme Court of Illinois has held “even where a defendant has the general right to be present because the proceeding is a ‘critical’ stage, a defendant’s absence is not a per se constitutional violation” and “a defendant’s absence from such a proceeding will violate his constitutional rights only if the record demonstrates that defendant’s absence caused the proceeding to be unfair or if his absence resulted in a denial of an underlying substantial right.” Lindsey, 201 Ill. 2d at 57. The question of whether the fairness of the trial was affected by the defendant’s absence from part of the trial must be considered based on the record as a whole. *Id.* We note defense counsel cannot waive a defendant’s right to be present on the defendant’s behalf. See *People v. Lofton*, 194 Ill. 2d 40, 66, 740 N.E.2d 782, 797 (2000).

¶ 111 Defendant contends, under *Lofton*, reversible error is established when the record as a whole shows “the defendant’s presence at the proceeding would have contributed to his opportunity to defend himself against the charges.” *Id.* at 67. Defendant maintains his presence at the listening to the audio recording would have unquestionably allowed him to contribute to his defense.

¶ 112 Defendant’s argument is based on a misapplication of *Lofton*. In *Lofton*, the court was asked to determine whether defendant was denied his right to be present during a hearing conducted pursuant to section 115-10(b)(1) of the Code of Criminal Procedure of 1963 (725 ILCS 5/115-10(b)(1) (West 1996)), a hearing to determine whether to admit an out-of-court statement by an alleged victim of predatory sexual assault. See *Lofton*, 194 Ill. 2d at 62-64. The *Lofton* court considered whether “the defendant’s presence at the proceeding would have contributed to his opportunity to defend himself against the charges” in deciding whether the hearing at issue occurred during a “critical stage.” See *id.* at 73. After finding defendant’s

presence would have contributed to his opportunity to defend himself, the court then turned to the question of whether defendant was denied a fair trial: “By the time trial began and [the] defendant was present to defend against the charges, it was too late for him to protest the admissibility of [the alleged victim’s] hearsay statements, damaging in the extreme to his defense.” *Id.* at 72. The court found reversal warranted after not only finding the defendant’s presence would have contributed to his opportunity to defend himself but also after finding due process was denied:

“Because the record indicates that defendant’s presence at the section 115-10 hearing would have contributed to the fairness of the criminal proceeding against him and that a fair and just hearing was thwarted by his absence, we conclude that the section 115-10 hearing was a stage critical to the outcome of the criminal proceeding at which defendant had a right to be present. Hence, we are brought to the conclusion that defendant’s absence resulted in his being denied a fair and just trial, thereby violating his due process right of presence.” (Emphasis added.) *Id.* at 72-73.

¶ 113 Contrary to defendant’s contention, *Lofton* shows defendant, to prevail, must establish both the alleged error occurred during a critical stage of proceedings, as defendant’s presence would have contributed to the fairness of the proceeding, and he was denied a fair and just trial. We thus turn to the question of whether defendant has established he was denied a fair trial when the trial court listened to the audio recording in defendant’s absence.

¶ 114 In his appellant briefs, defendant relies heavily on the decision in *Lucas* to support

his claim he was denied the right to a fair trial. In *Lucas*, a bench trial was held on the charges the defendant committed, among other offenses, driving under the influence of alcohol and misdemeanor resisting a peace officer. *Lucas*, 2019 IL App (1st) 160501, ¶¶ 1, 4. Before witnesses were called, the State sought to publish a video of the defendant's traffic stop captured by an officer's squad car. *Id.* ¶ 5. The parties stipulated to the authenticity of the video. *Id.* The trial court then addressed the defendant, telling her, because the courtroom did not have video capabilities, he would view the video in chambers in the presence of the attorneys. *Id.* The court asked the defendant if she understood and the defendant replied she did. *Id.* The court then recessed the proceedings to watch the video in chambers. *Id.* ¶¶ 5-6.

¶ 115 On appeal in *Lucas*, the majority found the defendant's right to be present was denied as the fairness of the proceedings was undermined when the defendant was unable to view the evidence against her and aid in her own defense. *Id.* ¶ 14. Notably, the court highlighted the fact the defendant could not hear or see the evidence presented in chambers and the evidence did not show the defendant "viewed the video before trial." *Id.* ¶ 16. The court further found the defendant's absence impacted a fundamental right; the right to testify on her own behalf. *Id.* ¶ 19. Because "[t]he violation of [the defendant's] right to be present had a cascading impact on fundamental rights," the majority found second-prong plain error and reversed the defendant's convictions. *Id.* ¶ 21.

¶ 116 In this case, there are marked differences in the underlying facts rendering the defendant's reliance on *Lucas* unpersuasive. First, the video in *Lucas* captured (1) an interaction between the defendant and a police officer and (2) the events leading to an arrest for driving while under the influence—events recorded from a point of view not shared by the *Lucas*

defendant. The Lucas defendant may not have observed events contained in the video recording and, because of the under the influence charges, may not have fully recalled or remembered others. In contrast, here, the audio recording was of defendant's sworn statements during a bankruptcy proceeding—an event of which defendant had firsthand knowledge and there is no indication he was “under the influence” at the time of the recording. Second, in Lucas, the record establishes the defendant learned of the trial court's decision to view the video recording in chambers immediately before it was to be viewed outside of her presence. *Id.* ¶ 5. Here, however, defendant had over four weeks between the notice that the audio recording would be heard outside his presence and the day the trial court listened to the audio recording. At the trial, on April 11, 2017, during the State's presentation of rebuttal evidence, the State indicated it would introduce the audio recording from the bankruptcy proceeding. The record shows the audio recording was produced during discovery. Defense counsel agreed to the State's stipulation the audio recording was a true and accurate recording of defendant's testimony at the bankruptcy proceeding. When the trial resumed on May 10, 2017, the trial court indicated it listened to the audio recording the night before. The record demonstrates the audio recording was provided during discovery, defendant was present during these discussions, and defendant had ample opportunity to revisit his sworn testimony, of which he had firsthand knowledge, to aid in his defense.

¶ 117 Given the record, we find defendant has not shown the denial of the right to be present resulted in an unfair trial or impeded another constitutional right, such as the right to aid in his defense or to choose not to testify on his own behalf. Defendant has not established he was denied a fair trial and thus, we find no clear error occurred.

¶ 118

C. The Effect of the Bankruptcy Discharge

¶ 119 Defendant next argues his defense counsel was ineffective for failing to challenge the restitution order. Defendant argues the bankruptcy discharge of the debts he owed to the contractor-creditors prevented the trial court from ordering defendant to pay restitution to those contractors for their losses. Defendant maintains the case lies at the intersection of bankruptcy law and criminal-sentencing law and the discharge of his debts, the debts for which restitution was ordered, barred the trial court from ordering restitution in this case. Thus, defense counsel was ineffective for not challenging the restitution award.

¶ 120 The case law establishes a two-part test to determine whether a defendant was denied the effective assistance of counsel. A defendant must prove (1) his or her counsel's representation fell below an objective standard of reasonableness and (2) there exists a reasonable probability the proceeding's outcome, absent counsel's error, would have been different. *People v. Young*, 341 Ill. App. 3d 379, 383, 79 N.E.2d 468, 472 (2003). The burden of proving ineffectiveness falls on defendant. See *Strickland v. Washington*, 466 U.S. 668, 687 (1984) ((holding "the defendant must show that counsel's performance was deficient" and "the defendant must show that the deficient performance prejudiced the defense") (Emphases added.)). The failure to prove either prong of this test precludes a finding counsel was ineffective. *People v. McGath*, 2017 IL App (4th) 150608, ¶ 37, 83 N.E.3d 671.

¶ 121 In this case, defendant has not met his burden of establishing the first prong of his ineffective-assistance-of-counsel claim as he has not established the Bankruptcy Code's discharge precludes this State's courts from imposing restitution orders during sentencing to compensate victims for debts unlawfully obtained. To support his argument, defendant cites

multiple cases regarding the discharge provisions of the Bankruptcy Code, but he cites only two cases that have considered whether a trial court can order restitution following a conviction in a criminal proceeding for a debt discharged in bankruptcy. Defendant cites *United States v. Carson*, 669 F.2d 216 (5th Cir. 1982), and *United States v. Alexander*, 743 F.2d 472 (7th Cir. 1984). Neither supports defendant's claim.

¶ 122 In both *Carson* and *Alexander*, the courts found restitution orders could be made following a conviction in a criminal proceeding for debts discharged in bankruptcy. In *Carson*, the defendant secured a loan through false pretenses. *Carson*, 669 F.2d at 217. In 1979, that debt was discharged in bankruptcy, but in 1980 the defendant was convicted of making a false statement to secure that loan and then ordered, as a condition of probation, to provide restitution to the victim of his crime. *Id.* The court observed the defendant's claim the bankruptcy's discharge of the debt precluded the order of restitution "might have some appeal" if the primary goal "of the probation condition were to make the bank whole." (Emphasis added.) *Id.* The court found the probation condition of restitution served a rehabilitative purpose "by strengthening the individual's sense of responsibility." (Internal quotation marks omitted.) *Id.* at 218. The court further noted that " 'conditioning probation on making restitution also protects the community's interests in having the victims of crime made whole.' " *Id.* (quoting *Huggett v. State*, 266 N.W.2d 403, 407 (Wis. 1978)). The *Carson* court concluded the discharge of the defendant's debt to the victim did not foreclose the district court from conditioning probation on restitution. *Id.*

¶ 123 In *Alexander*, the defendant was ordered to pay restitution for a debt incurred under a scheme to defraud as a condition of his sentence of probation. *Alexander*, 743 F.2d at

473-74. The Seventh Circuit, while not “in full agreement” with the analysis in Carson, found its result “eminently correct.” *Id.* at 480. The court concluded the following, finding no indication Congress intended to prevent judges from ordering restitution in sentencing:

“The trial judge specifically noted ‘that restitution is a critical element of the rehabilitation process that I think has to occur in this case.’ Although imposition of a fine may have the same pecuniary effect as restitution on the probationer, the rehabilitative effect may well be augmented by the act of making one’s victims whole. We discern nothing in the bankruptcy code that evinces a congressional intent to prevent sentencing judges from imposing such potentially rehabilitative probation conditions.” (Emphases in original.) *Id.*

¶ 124 Thus, the only two cases relied upon by defendant show the Bankruptcy Code should not be read so broadly as to limit courts from imposing restitution.

¶ 125 Defendant argues, however, Alexander shows restitution is permissible only when the purpose of the restitution is rehabilitative. Defendant contends the trial court did not make a finding the restitution ordered in this case served that purpose and highlights language showing the court ordered restitution, despite questioning the State about the application of the Bankruptcy Code, to make the victims whole: “[O]ne of my goals in sentencing in a case such as this is to see that any contractors or other victims are made whole to the—to the extent that that’s possible.” Defendant argues this is an end-run around the bankruptcy judgment.

¶ 126 We disagree that Alexander should be read so narrowly. Alexander does not hold

restitution may be ordered only when the trial court specifies the purpose of the imposition of restitution is rehabilitative. Instead, the court's analysis, like that in Carson (see Carson, 669 F.2d at 218), shows restitution is by nature rehabilitative. The Alexander court pointed to the trial judge's language stating "restitution is a critical element of the rehabilitation process that I think has to occur in this case" and observed "the rehabilitative effect may well be augmented by the act of making one's victims whole." (Emphasis in original.) Alexander, 743 F.2d at 480. The court also found "nothing in the bankruptcy code that evinces a congressional intent to prevent sentencing judges from imposing such potentially rehabilitative probation conditions." *Id.* If restitution has a rehabilitative effect, then it follows a trial court's comment it seeks to make the victims whole does not negate that effect and the cases relied upon by defendant thus support a finding the Bankruptcy Code does not bar the order mandating restitution to the wronged contractors.

¶ 127 The authority relied upon by defendant permits the action which he argues is barred. Defendant has thus not shown the discharge barred the order of restitution and, therefore, cannot prove counsel provided ineffective assistance by not challenging the order in the trial court.

¶ 128 D. Restitution for Debt to Phoenix Insulation

¶ 129 Defendant next asks this court to vacate the restitution order to Phoenix Insulation as he was acquitted of committing theft from Phoenix Insulation. Defendant acknowledges this error was not raised below but contends we may correct the error as plain error or by finding counsel's failure to raise the issue to be a denial of his right to the effective assistance of counsel.

¶ 130 The State urges this court to deny the relief defendant seeks, arguing defendant

invited the error to occur. The State contends defense counsel argued at sentencing restitution should be ordered to all contractors to avoid a prison sentence. The State, citing *People v. Ramirez*, 2013 IL App (4th) 121153, ¶ 79, 996 N.E.2d 1227, emphasizes “invited errors are not subject to plain-error review.”

¶ 131 We are not convinced defendant invited this alleged error. The State made a similar argument in response to defendant’s contention the restitution order was barred by the discharge of his debts under the Bankruptcy Code. As to that issue, the State maintained defendant should not have been permitted to agree to restitution, when the trial court showed concern about the effect of the bankruptcy discharge, in an attempt to avoid imprisonment and then be allowed on appeal to have the restitution order vacated. Had we not rejected defendant’s claim due to his failure to show error, this argument would likely have carried weight in the analysis of that claim. See generally *Ware v. Ark*, 45 B.R. 64, 69 (N.D. Iowa 1984) (“An individual on the one hand, should not be allowed to avoid incarceration by agreeing to make restitution and then on the other, seek to avoid a significant portion of his penal obligations merely by filing bankruptcy.”).

¶ 132 As to this issue, however, the record does not show defendant invited the error of a criminal sentence of restitution on a count for which he was acquitted. Unlike the discharge/bankruptcy argument, there is no indication the trial court or the parties were aware a sentence of restitution was proposed or being imposed despite the absence of a crime against Phoenix Insulation. In addition, it is unlikely counsel decided to include the restitution for the debt to Phoenix Insulation, in the amount of \$3322, in his attempt to avoid imprisonment when over \$90,000 in restitution would be ordered. The general invitation to impose restitution as to

all contractors to avoid a prison sentence was not an invitation to impose restitution on offenses defendant did not commit.

¶ 133 Turning to defendant's argument, under the plain-error doctrine, sentencing errors are reviewable though raised for the first time on appeal if (1) the evidence is closely balanced or (2) the error is sufficiently grave it deprived defendant of a fair sentencing hearing. *People v. Williams*, 2018 IL App (4th) 150759, ¶ 16, 99 N.E.3d 590. Defendant carries the burden of establishing the doctrine applies. *Id.*

¶ 134 The first step in plain-error analysis is determining whether clear error occurred. *People v. Piatkowski*, 225 Ill. 2d 551, 565, 870 N.E.2d 403, 410-11 (2007). Here, we find clear error occurred. "It is well established that a court may not impose restitution for charges upon which a defendant is acquitted." *People v. Clausell*, 385 Ill. App. 3d 1079, 1081, 904 N.E.2d 108, 110 (2008) (quoting *People v. Owens*, 323 Ill. App. 3d 222, 234, 753 N.E.2d 513, 523 (2001)). It was error for the trial court to order restitution to Phoenix Insulation when Phoenix Insulation was not the victim of a crime for which defendant was convicted.

¶ 135 We further agree with defendant the second prong of the plain-error doctrine applies. It is difficult to imagine a more serious threat to the fairness of a sentencing hearing than to allow the imposition of a criminal sentence when no conviction occurred. We therefore vacate the order of restitution to Phoenix Insulation.

¶ 136 III. CONCLUSION

¶ 137 We reduce defendant's conviction on count VIII to misdemeanor theft, affirm defendant's other convictions, vacate the restitution order to Phoenix Insulation, and remand for resentencing on count VIII.

¶ 138 Affirmed as modified and vacated in part.

¶ 139 Cause remanded with directions.

¶ 140 JUSTICE STEIGMANN, specially concurring:

¶ 141 I completely agree with my distinguished colleagues in the majority regarding their analysis of a defendant's right to be present at all critical stages of trial. I specially concur only because the matter at issue in this case—namely, the trial judge's private listening to an audio recording of the bankruptcy proceedings—did not constitute a critical stage of trial. Indeed, the trial judge's doing so constituted no hearing at all.

¶ 142 A fundamental difference exists between this case, on the one hand, and *Lucas* and all the other cases defendant cites, on the other. That difference is that in the present case, the trial judge was considering evidence that had already been admitted, as opposed to all of the other cases in which the defendant was not present (for whatever reason) at a time the evidence was presented.

¶ 143 Especially given that this was a bench trial, a defendant has no right to be present when the trial judge considers and evaluates (as trier of fact) evidence that had already been admitted, such as the audio of the bankruptcy proceedings in this case. After all, under these circumstances, there is no possibility that defendant's presence or absence could in any way affect the trial judge's consideration of the admitted evidence.

¶ 144 Even in *Lucas*, the case defendant primarily relies upon, the First District correctly quotes the United States Supreme Court in *Kentucky v. Stincer*, 482 U.S. 730 (1987), that “ ‘a defendant is guaranteed the right to be present at any stage of the criminal proceeding that is critical to its outcome if his presence would contribute to the fairness of the procedure.’ ”

(Emphasis omitted.) *Lucas*, 2019 IL App (1st) 160501, ¶ 12 (quoting *Stincer*, 482 U.S. at 745). The *Lucas* court then goes on to write that “[w]hether a defendant’s absence affects the trial’s fairness depends on an assessment of the whole record; analysis ‘turn[s] on the nature of the hearing from which the defendant ha[s] been excluded.’ ” *Id.* ¶ 13 (quoting *People v. Lofton*, 194 Ill. 2d 40, 68, 740 N.E.2d 782, 798 (2000)).

¶ 145 Technically speaking, no “hearing” ever occurred in the present case from which defendant had been excluded; a trial judge’s consideration of already admitted evidence does not constitute a “hearing.” This is in addition to the earlier point that there is no chance that defendant’s presence or absence could possibly affect the fairness of the procedure.

¶ 146 Perhaps another way of considering this point is to imagine a scenario (possibly it could have happened even in this case, given all of the evidence about how the proposed remodeling was supposed to have come about) in which the State offered 160 pages of documents pertaining to the proposed remodeling project. Assume in this scenario that the defendant in this bench trial did not bother to challenge the foundation of the documents (because doing so would have been fruitless) and stipulated that the judge as trier of fact could consider all of them in reaching his decision as to defendant’s guilt. Assume further that the trial judge then decided to either (1) review the documents in chambers with his feet up while drinking a cup of coffee or (2) to take the matter under advisement, during which time the judge would review these documents at his leisure and then ultimately announce his decision.

¶ 147 Under the foregoing scenario, an argument that the defendant was denied his right to be present at a critical stage of the proceedings—namely, when the judge was considering this admitted evidence—would simply make no sense at all. Yet, that is essentially

what happened in this case. After all, the audio recording of the bankruptcy proceedings had been admitted into evidence, and the parties even agreed the judge could consider the recording in chambers. Even absent this agreement to do so, the judge acted entirely appropriately by reviewing the audio recording in chambers.

¶ 148 And what sense does it make to claim that a defendant has a right to be present while the trial judge, sitting as trier of fact, reviews already admitted evidence? Going back to the scenario I just posed, could anyone really argue that a defendant had a constitutional right to be present at this so-called “critical stage of the trial” so defendant could watch the judge as he reviews these 160 documents on the bench?

¶ 149 Last, I believe that the First District decision in *Lucas* was wrongly decided. Although the proposed Rule 23 order does a good job of distinguishing it (see *supra* ¶ 116), I agree with Justice Lavin’s dissent in *Lucas*.



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721
(217) 782-2035

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, IL 60601-3103
(312) 793-1332
TDD: (312) 793-6185

November 24, 2021

In re: People State of Illinois, respondent, v. Chuck Duckworth,
petitioner. Leave to appeal, Appellate Court, Fourth District.
127723

The Supreme Court today DENIED the Petition for Leave to Appeal in the above
entitled cause.

The mandate of this Court will issue to the Appellate Court on 12/29/2021.

Very truly yours,

Carolyn Taft Gosbell

Clerk of the Supreme Court

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS

THE PEOPLE OF THE STATE OF ILLINOIS,)
Plaintiffs,)
-vs-)
CHUCK DUCKWORTH,)
Defendant.)

No. 2016-CF-443

FILED
SIXTH JUDICIAL CIRCUIT

OCT 10 2018

Shirley M. Holloman
30 CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY, ILLINOIS

SENTENCING ORDER

The People appear by Assistant State's Attorney, Joel Fletcher.
The Defendant appears personally and by counsel, Jarrett Adams and Shavonna Hunter.

THE COURT having previously found that the Defendant committed the Class A misdemeanor offenses of Theft of Services as set forth in Counts 3, 5, 7, 10, and 11, as amended this date; the Class 3 offense of Theft of Property Exceeding \$500, as set forth in Counts 6, 8, and 9; and the Class 2 offense of Theft of Property Exceeding \$10,000 in value, as set forth in Count 14. The October 20, 2017, judgment of acquittal stands as to Counts 1, 2, 4, 12, and 13.

The Court having considered the presentence report, the evidence presented, the recommendations of the attorneys, and the statement of the defendant, the factors in aggravation and mitigation as set forth in sections 5/5-3.2 and 5/5-3.1 of the Unified Code of Corrections as well as those set forth in section 5/6-1 of such code, hereby orders that:

JUDGMENT

Judgment is entered on counts 3, 5, 6, 7, 8, 9, 10, 11, and 14 in favor of the People and against the Defendant on findings of guilt and for costs. The Defendant is hereby ordered to:

PROBATION

204	Serve a period of 12 months Probation on Counts 3, 5, 7, 10, and 11; 30 months of probation on Counts 6, 8, and 9; and 48 months of probation on Count 14. All probation sentences are to be served concurrently.
-----	---

- subject to the following standard rules and conditions of probation:
- a. that the Defendant not violate any criminal statute of any jurisdiction
 - b. that the Defendant report in person to the Champaign County Court Services Department twice per month or more or less often or in a different fashion, as that department might direct in writing
 - c. that the Defendant refrain from possessing a firearm or other dangerous weapon
 - d. that the Defendant not leave the State without the consent of the Court or, in circumstances in which the reason for the absence is of such an emergency nature that prior consent of the Court is not possible, without the prior notification of the Defendant's Probation Officer
 - e. that the Defendant permit the Probation Officer to visit him at his home or elsewhere to the extent necessary to discharge his duties
 - f. that the Defendant advise the Probation Officer immediately in writing of any change of residence, school, or employment
 - g. that the Defendant refrain from possessing or having in his body the presence of any alcohol or illicit drug prohibited by the Cannabis Control Act, the Controlled Substances Act or the Methamphetamine Control and Community Protection Act, unless prescribed by a physician and submit to random bodily fluid and/or breath testing at the request of his Probation Officer
 - h. that the Defendant attend and participate in such counseling, treatment or educational programs as may be directed in writing by a Probation Officer and abide by all rules, regulations and directions of any such program
 - i. that the Defendant support his dependents
 - j. that the Defendant, if not employed, obtain and maintain employment
 - k. Sign all authorizations for release of information requested by the Court Services Department to enable said agency to monitor compliance with terms of probation

FINANCIAL OBLIGATIONS

All financial obligations shall be paid to the Champaign County Circuit Clerk within 42 months, in monthly installments to be determined by the Court Services Department. Any bond posted is to be applied first to any court ordered bond assignment on file and then to all restitution ordered and then to all financial obligations in this case. Any remaining bond shall be discharged to the individual who posted the bond. The Defendant shall pay all fines, fees and costs as authorized by statute.

801	Pay a local anti-crime (Crime Stoppers) assessment fee of \$10.00.
852	Pay a Violent Crime Victims Assistance Act fee.
800	Pay a Probation service fee fixed in the amount of \$15 per month.
302	<p>Defendant is to pay a total of \$95,331.10 in restitution. Payments are to be distributed on a pro rata basis, when received, as follows:</p> <p>\$20,195.00 - Davis Floor Sanding and Refinishing, 1727 County Road 1550 N, Urbana, Illinois 61802</p> <p>\$3322.00 - Phoenix Insulation, LLC, PO Box 6148, Champaign, Illinois 61826</p> <p>\$6964.95 - Good Vibes, Inc., 1501 North Prospect, Champaign, Illinois 61820</p> <p>\$5100.00 - Ryan Stitt, 333 Birch Lane, Oakwood, Illinois 61858</p> <p>\$6145.85 - Contractor Services for Illinois, LLC, 115 West Pells, Paxton, Illinois 60957</p> <p>\$8225.00 - Classic Granite and Marble, 1901 West Springer Drive, Champaign, Illinois 61821</p> <p>\$9100.00 - Victor Treat and Sons, Inc., 1908 East Airport Road, Urbana, Illinois 61802</p> <p>\$4445.30 - Richard Roth, 19541, East Via Park Street, Queen Creek, Arizona 85142</p> <p>\$31,833.00 - Lanz Heating & Cooling, Inc., 2718 Hundman Drive, Champaign, Illinois 61822</p>
854	Pay a genetic marker grouping analysis fee of \$250.00, in accordance with 730 ILCS 5/5-4-3(j), unless Defendant has already done so.

GENERAL OBLIGATIONS

500	Submit specimens of blood, saliva, or tissue to the Illinois Department of State Police in accordance with 730 ILCS 5/5-4-2 unless the Defendant has already done so.
209	Perform 200 hours of public service work under the supervision of the Champaign County Court Services Department, within the first 30 months of sentence. The Defendant is to be given credit on Public Service Work for any hours completed in education, treatment, aftercare, sobriety based self-help group meetings, Victim Impact Panel, and G.E.D. classes.
403	Obtain an evaluation for alcohol and drug abuse within 60 days from an agency or agent recommended by the Court Services Department, and follow any recommendations contained therein as to treatment and/or counseling.
402	Obtain a mental health evaluation within 60 days from an agency or agent recommended by the Court Services Department, and follow any recommendations contained therein as to treatment and/or counseling.
	Make reasonable efforts to obtain a GED or high school diploma.

IT IS SO ORDERED.

804 The Defendant has been advised of the rights of a Defendant under Supreme Court Rule 605 and the court finds that the Defendant understands those rights.

Date 10-10-18 Entered PS bull

CSP314RG CHAMPAIGN COUNTY
Disposition #
Case# 2016-CF-000443 Criminal Complaint
Date: 10/10/2018

Def: DUCKWORTH CHUCK
114 N KENTUCKY
RANTOUL IL 61866-0000

Page 1 Date 1/03/2019
Time 11/32/20

Bond Original.. \$.00
Bond Transfers. \$.00
Bond Total..... \$.00
Bond Applied.... \$.00
Bond Refund..... \$.00
Bond Balance.... \$.00
Agency:268 CHAMPAIGN COUNTY SHE
Class: 2 Fine: 9 Manual Calculation

Fine Amount: \$.00

No.	Account Description	Account	Amount	Payments	Balance
002	*RESTITUTION AMOUNT	5110	\$95,331.10	\$.00	\$95,331.10
003	DOCUMENT STORAGE	5310	\$15.00	\$.00	\$15.00
004	E-CITATION	6707	\$25.00	\$.00	\$25.00
005	AUTOMATION	5200	\$15.00	\$.00	\$15.00
006	CIRCUIT CLERK FEE	5220	\$100.00	\$.00	\$100.00
007	COURT SECURITY	5240	\$25.00	\$.00	\$25.00
008	COURT FINANCE FEE	5320	\$50.00	\$.00	\$50.00
011	STATES ATTORNEY	5280	\$40.00	\$.00	\$40.00
012	STATES ATTORNEY AUTOMATION	5283	\$18.00	\$.00	\$18.00
013	CRIME STOPPERS	5480	\$10.00	\$.00	\$10.00
014	ARRESTEE'S MEDICAL	5274	\$10.00	\$.00	\$10.00
017	PROBATION MONITORING FEES	5450	\$720.00	\$.00	\$720.00
018	PROBATION OPER ASSISTANCE	5452	\$90.00	\$.00	\$90.00
027	STATE OFFENDER DNA ID SYSTEM	5532	\$250.00	\$.00	\$250.00
034	DRUG COURT PROGRAM	5317	\$5.00	\$.00	\$5.00
043	FOREIGN SERVICE	5800	\$89.00	\$.00	\$89.00
052	VIOLENT CRIME VICTIMS ASSISTAN	5501	\$100.00	\$.00	\$100.00
083	ST POLICE SERVICES FUND	6703	\$90.00	\$.00	\$90.00
089	ST POLICE OPERATIONS ASSISTANC	6704	\$15.00	\$.00	\$15.00
093	CLERK OP & ADMIN FUND	5314	\$90.00	\$.00	\$90.00
102	CR/TR SUR \$15/\$40	5422	\$135.00	\$.00	\$135.00
	TOTAL		\$97,223.10	\$.00	\$97,223.10

Seq	Restitution Payments	Amount
001	LANZ HEATING AND COOLING, INC 2718 HUNDMAN DRIVE CHAMPAIGN IL 61822-0000	\$31,833.00
002	DAVIS FLOOR SANDING AND REFINI 1727 COUNTY ROAD 1550 N URBANA IL 61802-0000	\$20,195.00
003	VICTOR TREAT AND SONS, INC 1908 EAST AIRPORT URBANA IL 61802-0000	\$9,100.00
004	CLASSIC GRANITE AND MARBLE 1901 WEST SPRINGER DRIVE CHAMPAIGN IL 61821-0000	\$8,225.00

FILED
SIXTH JUDICIAL CIRCUIT

DEC 31 2018

Steph M. Holloman
CLERK OF THE CIRCUIT COURT
30 CHAMPAIGN COUNTY, ILLINOIS

07 12 12 12 12 12

CSP314RG CHAMPAIGN COUNTY
 Case# 2016-CF-000443 Disposition # Criminal Complaint
 Date: 10/10/2018
 Def: DUCKWORTH CHUCK
 114 N KENTUCKY
 RANTOUL IL 61866-0000

Page 2 Date 1/03/2019
 Time 11/32/20
 Bond Original... \$.00
 Bond Transfers... \$.00
 Bond Total... \$.00
 Bond Applied... \$.00
 Bond Refund... \$.00
 Bond Balance... \$.00
 Agency: 268 CHAMPAIGN COUNTY SHE
 Class: 2 Fine: 9 Manual Calculation

Seq	Restitution Payments	Amount	Fine Amount:
005	GOOD VIBES, INC 1501 NORTH PROSPECT CHAMPAIGN IL 61820-0000	\$6,964.95	\$.00
006	CONTRACTOR SERVICES FOR ILLINO 115 WEST PELLIS PAXTON IL 60957-0000	\$6,145.85	
007	STITT RYAN 333 BIRCH LANE OAKWOOD IL 61858-0000	\$5,100.00	
008	ROTH RICHARD 19541 EAST VIA PARK STREET QUEEN CREEK AZ 85142-0000	\$4,445.30	
009	PHOENIX INSULATION, LLC PO BOX 6148 CHAMPAIGN IL 61826-0000	\$3,322.00	

- ii. Defendant only asserts “Federal preemption” in his motion for a new trial. Claims not raised both in a post-trial motion and at trial are forfeited. People v. Enoch, 122 Ill.2d 176, 185-86, 522 N.E.2d 1124, 1129-30 (1988) (subject to exceptions not pertinent here). The State is hereby asserting, and not waiving, any such forfeiture here. However, because of the odd manner in which this defense has been raised in this matter, the State is still attempting to identify and respond to Defendant’s broader claim in case this Court deems any of these arguments to be fairly within the scope of the issues presented in the post-trial motion.
- iii. The records submitted by Defendant in support of this claim are not clear. For instance, Defendant submitted a form discharge order, but that form categorically excludes from the discharge debts the bankruptcy court specifically decided were not discharged; and debts subject to a reaffirmation agreement. Nothing in the discharge order submitted by Defendant specifically lists the discharged debts.
- c. The filing of a petition for bankruptcy does not provide a defense to the prosecution of criminal proceedings for criminal conduct. See People v. Gildewell, 251 Ill. App.3d 312, 318, 621 N.E.2d 924, 928 (1993). Because Defendant’s crime was complete at the time of the transactions, his later bankruptcy filing does not absolve him of any criminal culpability. See People v. Mitchell, 50 Ill. App.3d 120, 365 N.E.2d 185 (1977). For instance, in American Cyanamid Co. v. Rogers, 21 Ill. App.3d 152, 314 N.E.2d 679 (1974), the Fourth District held that a debtor was in criminal contempt of court for failing to make payments toward a civil judgment, notwithstanding his later declaration of bankruptcy. The Court noted the bankruptcy judgment “would have been impotent to absolve the defendant from punishment for criminal contemptuous conduct antedating the adjudication in bankruptcy and subsequent discharge”. American Cyanamid, 21 Ill. App.3d at 156, 314 N.E. 2d at 682. A later discharge

in bankruptcy has been said to have “no bearing on the determination of [guilt] or innocence”. See People v. Riggins, 8 Ill.2d 78, 85, 132 N.E.2d 519, 522 (1956). This is consistent with precedent from our Federal Circuit. See U.S. v. Alexander, 743 F.2d 472 (7th Cir. 1984).

- d. A bankruptcy proceeding and a criminal prosecution are fundamentally different proceedings, both in purpose and procedure, and the cause of action resolved by each are totally different. U.S. v. Pepper, 51 F.3d 469, 473 (5th Cir. 1995); U.S. v. Tatum, 943 F.2d 370, 381-82 (4th Cir. 1991).
- i. This difference in purpose is reflected in several provisions of the Bankruptcy Code:
- A) Criminal prosecutions are exempted from the automatic bankruptcy stay and may proceed as if the debtor never filed bankruptcy. See 11 USCA 362(b)(1).
- B) Pre-existing criminal restitution judgments cannot be discharged in bankruptcy. See Kelly v. Robinson, 479 U.S. 36, 107 S.Ct. 353 (1986) (Chapter 7 proceedings); 11 USCA Sec. 1328(a)(3) (Chapter 13 proceedings).
- ii. The bankruptcy code is largely unconcerned with criminality, and the discharge may occur regardless of how the debtor incurred his debts. Alexander, 743 F.2d at 480.
- iii. On the other hand, the goal of a criminal restitution order is not just to make the defendant’s victims whole, but also to rehabilitate the defendant.
- “Restitution can aid an offender’s rehabilitation by strengthening the individual’s sense of responsibility. The probationer may learn to consider more carefully the consequence of his or her actions. One who successfully makes restitution should have a positive sense of having earned a fresh start and will have tangible evidence of his or her capacity to alter old behavior patterns and lead a law abiding life. Conditioning probation on making restitution

also protects the community's interest in having victims of crime made whole." U.S. v. Carson, 669 F.2d 216, 218 (5th Cir. 1982).

See also Alexander, 743 F.2d at 480 ("While the imposition of a fine may have the same *pecuniary effect* as restitution on the probationer, the *rehabilitative effect* of a sentencing order may well be augmented by the act of making one's victims whole"
(Emphasis in original))

- iv. Given the difference in purposes of the two proceedings, a bankruptcy discharge has been held not to bar a later state criminal prosecution and imposition of a restitution order. See Pepper, 51 F.3d 469; Alexander, 743 F.2d 472; Carson, 669 F.2d 216; Cabla v. State, 6 S.W.3d 543 (TX 1999) (collecting cases). This is true even where, as here, the victims did not object to the discharge in the bankruptcy proceeding. U.S. v. Roberts, 783 F.2d 767, 770 (9th Cir. 1985); Miller v. Indiana, 502 N.E.2d 92, 95-96 (Indiana 1986) (collecting cases).
- e. Defendant frames his argument in terms of preemption. Specific applications of a statute (in this case, specific bills) are not preempted. State statutes are. More specifically, state statutes are preempted by the Bankruptcy Code where the sole emphasis in the statute is one of providing leverage for collection of damages. Perez v. Campbell, 402 U.S. 637, 646, 91 S.Ct. 1704, 1710 (1971). A state statute which frustrates the full effect of Federal bankruptcy law may also be invalid, even if that is not its sole purpose. Perez, 402 U.S. at 651-52, 91 S.Ct. at 1712.
 - i. For instance, in Perez, a state law was deemed preempted when it required uninsured motorists who had not satisfied judgments against them, or who had failed to pay settlements after accidents to prove their financial responsibility before the state would license them to drive again, even if the debt at issue had been discharged in bankruptcy.
 - ii. However, in pre-emption cases, and particularly in those in which Congress has

legislated in a field which the States have traditionally occupied, the Court is to start with the assumption that the historic police powers of the States were not superseded by Federal law unless that is the clear and manifest purpose of Congress. Medtronic, Inc. v. Lohr, 518 U.S. 470, 485, 116 S.Ct. 2240, 2250 (1996).

- iii. There is nothing in the Criminal Code here which would undermine the core purposes of the Bankruptcy Code. See Alexander, 743 F.2d at 480 (“We discern nothing in the bankruptcy code that evinces a congressional intent to prevent sentencing judges from imposing such potentialiy rehabilitative probation conditions [as a restitution judgment]”).
- A) As stated in Paragraph 2.d, above, the Criminal Code and the Bankruptcy Code serve fundamentally different purposes.
- B) The Criminal Code targets transactions which are entered with criminal intent. The intent of Congress to accommodate this type of prosecution in the Bankruptcy Code is apparent in:
- 1) The fact criminal prosecutions are exempted from the automatic bankruptcy stay and may proceed as if the debtor never filed bankruptcy. See 11 USCA 362(b)(1). The legislative history of this provision states:
- “The bankruptcy laws are not a haven for criminal offenders, but are designed to give relief from financial overextension. Thus, criminal actions and proceedings may proceed in spite of bankruptcy.”
- House Report No. 595, 95th Cong. 1st Sess. 342, reprinted in 1978 U.S.Code Cong. & Ad.News 5963, 6299.
- 2) The fact a debt may not be discharged in bankruptcy if:
- a) It is a pre-existing criminal restitution judgment. See Kelly v. Robinson, 479 U.S. 36, 107 S.Ct. 353 (1986) (Chapter 7 proceedings); 11 USCA Sec. 1328(a)(3) (Chapter 13

proceedings).

- b) It is a debt for money, property, services, or credit obtained by false pretenses, a false representation, or actual fraud. See 11 USCA Sec. 523(a)(2)(A) (subject to an exception not pertinent here).
 - c) It is a debt for embezzlement or larceny. See 11 USCA Sec. 523(a)(4).
- f. Defendant's argument is also defective if framed in terms of principles of claim preclusion. Res judicata does not bar a criminal prosecution here for the simple reason that the State was not a party to the bankruptcy action. See U.S. v. Fraidin, 63 F.Supp. 271, 283 (Dist. Ct. Md. 1945); Douchan v. U.S., 136 F.2d 144, 145 (6th Cir. 1943); U.S. v. Shannon, 304 F.Supp. 374, 375 (E.D. Wis. 1969).
- g. Our Federal Circuit has rejected the argument that criminal prosecution relating to the underlying debt is barred by the bankruptcy discharge injunction of 11 USCA 524(a). See Alexander, 743 F.2d 472.
- i. An older line of cases has asked whether the principal motivation for the specific prosecution at issue appears to be the collection of a debt that would otherwise be barred. See In re Price, 383 B.R. 411 (N.D. Ohio, 2007); In re Evans, 245 BR 852 (W.D. Ark. 2000).
 - A) A litmus test in applying this framework is whether the public health, safety and welfare are appreciably implicated, and whether the prosecutorial office has alleged more than a failure to pay a debt as the basis of its complaint. See Price, 383 B.R. at 413-14.
 - B) The Court asks whether the debtor's conduct is morally reprehensible, and whether the purpose of the prosecution is to punish the criminal

conduct of the debtor and deter others. See In re Evans, 245 BR 852, 857 (WD Ark. 2000).

- C) Where there is a legitimate motivation, the prosecution will not be enjoined because bankruptcy courts “were not created as a haven for criminals”. See Barnette v. Evans, 673 F.2d 1250, 1251 (11th Cir. 1982). “The fresh start afforded debtors in bankruptcy does not include a release from jail.” In re Gruntz, 202 F.3d 1074, 1087 (9th Cir. 2000).
- ii. A more modern trend is to examine the injunction in light of Federal preemption principles. The Court is to examine whether: (1) the party requesting the injunction is without adequate remedy at law; (2) the party stands to suffer irreparable injury that is both great and immediate; (3) the threatened injury relates to his federally protected rights and cannot be eliminated by his criminal defense; and (4) there are bad faith or other unusual circumstances over and above the cost, anxiety, and inconvenience of defending the criminal case, which justify the bar. See In re Fussell, 928 F.2d 712, 715 (5th Cir. 1991); see also In re Zervoudis, 246 B.R. 470 (D.Mass 2000).
- iii. Regardless of which of the above standards applies, Plaintiff has failed to demonstrate this prosecution should be barred.
- A) Defendant has presented no evidence this prosecution was brought (either primarily or in bad faith) as a means of collecting a private debt, and it is clearly supported by strong policy interests appropriately considered when making prosecutorial decisions.
- 1) There is a strong public interest in this prosecution, independent of the losses to the individual victims.
Defendant’s conduct involves the misuse of a public program

to defraud contractors. The integrity of the public Loan Program is affected by Defendant's conduct.

- 2) The State has proven more than a mere failure to pay a debt, but rather a persistent, ongoing pattern of deceptive behavior that is morally reprehensible.
 - 3) This case was prosecuted by information filed by the State, not by a complaint filed by any of the Defendant's victims.
 - 4) The named victims of the counts corresponding with the convictions testified credibly that they were not expecting to actually recover any funds from Defendant, regardless of the outcome of this case.
- B) Defendant has pointed to no special circumstances in this case that would warrant the bar.
- C) Defendant has no federally-protected right to the discharge that cannot be adequately protected by the criminal proceeding. As the exceptions stated in Paragraph 2.e.iii demonstrate, the discharge does not typically apply to debts accrued as a result of criminal conduct such as this.
- iv. The State seeks restitution for Defendant's victims. The Illinois Constitution recognizes victims' right to restitution. See Ill. Const. 1970, Art. I, Sec. 8.1. A simple desire by the State to obtain restitution for victims of crime is not itself evidence of bad faith. See Fussell, 928 F.2d at 717-18. Nonetheless, the State stands ready to forego a restitution judgment if-- and only if --necessary to proceed to sentencing in this matter.

APPEAL TO THE ILLINOIS FOURTH APPELLATE COURT

FROM THE CIRCUIT COURT OF CHAMPAIGN COUNTY SIXTH JUDICIAL DISTRICT

PEOPLE OF THE STATE OF ILLINOIS

VS

Chuck Duckworth

)
)
)
)
)
)

Trial Court No 2016 CF 000443

Trial Judge Hon Roger Webber

FILED
SIXTH JUDICIAL CIRCUIT⁴⁰

Notice of Appeal

NOV 05 2018

An appeal is taken from the order or judgment described below

Sharon M. Blukeman
CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY ILLINOIS

- (1) Court to which appeal is taken Appellate Court of Illinois Fourth Judicial Circuit
- (2) Name of Appellant and address to which notices shall be sent Use additional sheet of paper if necessary

Name Chuck Duckworth

Address 114 N Kentucky , Rantoul, IL 61866 Email Address _____

- (3) Name and address of Appellant s Attorney on appeal

Name Office of the State Appellate Defender

Address 400 W Monroe Suite 303
Springfield IL 62705 Email Address _____

(4) Date of judgment or order October 20 2017

(5) Offense of which convicted Theft/Library Material >\$300

(6) Sentence 48 months probation 200 hours public service work, Fines and costs

(7) If appeal is not from a criminal conviction nature of order appealed from Final judgment sentencing and conviction

(8) If appeal is from a judgment of a circuit court holding unconstitutional a statute of the United States or of this state a copy of the court s findings made in compliance with Rule 18 shall be appended to this Notice of Appeal

Chuck Duckworth
Defendant Appellant

Signed

Sharon M. Blukeman

Clerk of the Circuit Court
Champaign County Illinois

SIXTH JUDICIAL CIRCUIT COURT OF ILLINOIS
CHAMPAIGN COUNTY

APPOINTMENT OF COUNSEL ON APPEAL

FILED
SIXTH JUDICIAL CIRCUIT 40

NOV 05 2018

PEOPLE OF THE STATE OF ILLINOIS
VS
Chuck Duckworth

2016 CF 000443


CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY ILLINOIS

It appearing to the Court that the above named defendant desires to appeal from the order entered by the Court on October 20 2017 and that the defendant is indigent and requests the appointment of counsel

It is therefore ordered that

James E Chadd
Office of the Appellate Defender
400 W Monroe Suite 303
Springfield IL 62705 5240

is hereby appointed to represent the above named Defendant for purpose of appeal

It is further ordered that the Clerk of this Court shall prepare and file a notice of appeal on behalf of the above named defendant and shall send a copy of the notice of appeal to the defendant s counsel

It is further ordered that the Official Court Reporter of this Court shall

- a Transcribe an original and a copy of all the notes taken of the proceedings in the above entitled cause
- b Without charge to the defendant and within forty nine days from the date the notice of appeal is filed file the original of the report of proceedings and one copy with the Clerk of this Court

It is further ordered that the Clerk of this Court shall

- a Send a copy of this order to the defendant s counsel and the Clerk of the Appellate Court
- b Prepare and certify the record on appeal pursuant to Supreme Court Rules 324 and 608
- c File the record on appeal in the reviewing Court within sixty three days from the date the notice of appeal is filed or send the record on appeal to the defendant s counsel pursuant to Supreme Court Rule 325 which provides for filing of the Certificate in Lieu of Record
- d Furnish the defendant s counsel with a copy of the report of proceedings

Date 11/05/2018

Entered Hon Roger Webber

**United States Bankruptcy Court
Central District of Illinois**

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Duckworth, Chuckle Dwayne	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)/Complete EIN (if more than one, state all) xxx-xx-2223	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): 1260 Aspen Rantoul, IL	Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 61866	ZIP Code
County of Residence or of the Principal Place of Business: Champaign	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	ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):	

Type of Debtor (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.)	Nature of Business (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 type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (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
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input checked="" 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 type="checkbox"/> Debts are primarily business debts.

Filing Fee (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.	Chapter 11 Debtors Check one box: <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 \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter) 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).
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Statistical/Administrative Information

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

Estimated Number of Creditors

<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
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Estimated Assets

<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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Estimated Liabilities

<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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THIS SPACE IS FOR COURT USE ONLY

DEFENDANT'S EXHIBIT

1

16-CF-443

E207

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

Name of Debtor(s):
Duckworth, Chuckle Dwayne

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

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

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

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

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

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

Exhibit B
(To be completed if debtor is an individual whose debts are primarily consumer debts.)
I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X  6/17/15
Signature of Attorney for Debtor(s) (Date)
Kevin R. Schneider 6313921

Exhibit C

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

Yes, and Exhibit C is attached and made a part of this petition.
 No.

Exhibit D

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

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

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

Information Regarding the Debtor - Venue
(Check any applicable box)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes)

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

(Name of landlord that obtained judgment)

(Address of landlord)

- Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

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

Name of Debtor(s):
Duckworth, Chuckie Dwayne

Signatures

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

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

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

X 
Signature of Debtor **Chuckie Dwayne Duckworth**

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)
6-12-15
Date

Signature of a Foreign Representative

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

(Check only one box)

- I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.
- Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

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

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

Social-Security number (If the 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

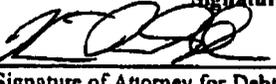
Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

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

Signature of Attorney*

X 
Signature of Attorney for Debtor(s)

Kevin R. Schneider 6313921
Printed Name of Attorney for Debtor(s)

Hatch Law Firm, P.C.

Firm Name
115 N. Nell Street
Suite 315
Champaign, IL 61820

Address

Email: whatch@hatchlawfirm.com

(217) 356-2577 Fax: (217) 351-1771

Telephone Number

6/17/15
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

United States Bankruptcy Court
Central District of Illinois

In re Chuckle Dwayne Duckworth

Debtor(s)

Case No.
Chapter

7

**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 14 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 seven 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.]*

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: 
Chuckle Dwayne Duckworth

Date: 6-17-15

United States Bankruptcy Court
Central District of Illinois

In re Chuckie Dwayne Duckworth

Debtor(s)

Case No.

Chapter 7

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. Sec. 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 persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

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
\$0.00

SOURCE
Debtor earned \$10475 in 2013 from self employment running A B and C Janitorial Services. Debtor earned \$10475 in 2014 from self employment running A B and C Janitorial Services. Debtor earned \$6000 YTD 2015 from self employment running A B and C Janitorial Services.

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
\$0.00	Debtor has received \$ YTD 2013 from SSI. Debtor has received \$10,308 in 2014 from SSI. Debtor has received \$5250 YTD 2015 from SSI.

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 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 credit 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 PAID	AMOUNT STILL OWING
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None b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days 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 \$6,225*. 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 credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other 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 CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None c. *All debtors:* List all payments made within one year 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
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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
15 CH 93 Davis v. Duckworth	Chancery (being amended to LM case)	Champaign County Circuit Court, Champaign, IL	Pending

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

3

- 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	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

- None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
Honda Financial Services P.O. Box 70252 Philadelphia, PA 19176	03/2015	2013 Honda Accord with 22,000 miles, worth approximately \$15,000.

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 PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Hatch Law Firm, P.C. 115 N. Neil St. Suite 315 Champaign, IL 61820	5/12/15	\$715

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
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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
127 W. Campbell Ave. Rantoul, IL 61866		08/10-10/13

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
-----------------------	---------------------------------------	----------------	-------------------

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
---------------------------------------	---------------	-----------------------

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.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
A B and C Janitorial	2223	1280 Aspen Rantoul, IL 61866	Janitorial Services	02/99

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	DATES SERVICES RENDERED
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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
------	---------	-------------------------

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
------	---------

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
------------------	-------------

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)
-------------------	----------------------	---

None b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
-------------------	--

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
------------------	--------------------	------------------------

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
------------------	-------	--

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
------	---------	--------------------

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
------------------	-------	---------------------

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
---	--------------------------------	--

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)
----------------------------	--------------------------------------

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 6-17-15

Signature Chuckie Dwayne Duckworth
Chuckie Dwayne Duckworth
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
Central District of Illinois**

In re **Chuckie Dwayne Duckworth**
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	Yes	1	34,264.00		
B - Personal Property	Yes	3	5,926.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		51,440.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	7		225,598.75	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	2			2,075.00
J - Current Expenditures of Individual Debtor(s)	Yes	2			1,996.99
Total Number of Sheets of ALL Schedules		20			
			Total Assets	40,190.00	
				Total Liabilities	277,038.75

In re **Chuckie Dwayne Duckworth**

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
Debtor owns a storefront building with 1 bedroom loft. Location: 1260 Aspen, Rantoul IL 61866	Fee simple	-	34,264.00	47,000.00

Sub-Total > **34,264.00** (Total of this page)

Total > **34,264.00**

(Report also on Summary of Schedules) **222**

0 continuation sheets attached to the Schedule of Real Property

In re Chuckie Dwayne Duckworth

Case No. _____

Debtor

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		Debtor has approximately \$20 in cash on hand	-	20.00
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.		Debtor has checking account with Heartland Bank and Trust account number ending in 4944 with approximately \$50.	-	50.00
		Debtor has savings account used by daughter with Heartland Bank account number ending in 1365 with approximately \$50.	-	25.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Debtor has approximately \$500 in household goods and furnishings in storefront loft at Location: 1260 Aspen, Rantoul IL 61866	-	500.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Debtor has approximately \$25 in wearing apparel.	-	25.00
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 > **620.00**
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

In re Chuckie Dwayne Duckworth

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).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		Debtor has 1/2 accumulated interest in expected tax return of \$1800.	-	900.00
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.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
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.	X			

Sub-Total > **900.00**
(Total of this page)

In re Chuckie Dwayne Duckworth

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.		Debtor has a 1992 Honda accord with approximately 209,000.	-	807.00
		Debtor has a 2004 Honda accord with 135,000 miles driven by daughter.	-	3,399.00
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.		Debtor has some small cleaning equipment worth approximately \$200.	-	200.00
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 > 4,406.00
(Total of this page)
Total > 5,926.00

(Report also on Summary of Schedules)

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

In re Chuckie Dwayne Duckworth

Case No. _____

Debtor

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 \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
Debtor owns a storefront building with 1 bedroom loft. Location: 1260 Aspen, Rantoul IL 61866	735 ILCS 5/12-901	0.00	34,264.00
Cash on Hand			
Debtor has approximately \$20 in cash on hand	735 ILCS 5/12-1001(b)	20.00	20.00
Checking, Savings, or Other Financial Accounts, Certificates of Deposit			
Debtor has checking account with Heartland Bank and Trust account number ending in 4944 with approximately \$50.	735 ILCS 5/12-1001(b)	50.00	50.00
Debtor has savings account used by daughter with Heartland Bank account number ending in 1365 with approximately \$50.	735 ILCS 5/12-1001(b)	25.00	50.00
Household Goods and Furnishings			
Debtor has approximately \$500 in household goods and furnishings in storefront loft at Location: 1260 Aspen, Rantoul IL 61866	735 ILCS 5/12-1001(b)	500.00	500.00
Wearing Apparel			
Debtor has approximately \$25 in wearing apparel.	735 ILCS 5/12-1001(a)	25.00	25.00
Other Liquidated Debts Owning Debtor Including Tax Refund			
Debtor has 1/2 accumulated interest in expected tax return of \$1800.	735 ILCS 5/12-1001(b)	900.00	1,800.00
Automobiles, Trucks, Trailers, and Other Vehicles			
Debtor has a 1992 Honda accord with approximately 209,000.	735 ILCS 5/12-1001(b)	807.00	807.00
Debtor has a 2004 Honda accord with 135,000 miles driven by daughter.	735 ILCS 5/12-1001(b) 735 ILCS 5/12-1001(c)	0.00 0.00	3,399.00
Machinery, Fixtures, Equipment and Supplies Used in Business			
Debtor has some small cleaning equipment worth approximately \$200.	735 ILCS 5/12-1001(d)	200.00	200.00

Total: 2,527.00 41,115.00

E226

In re Chuckie Dwayne Duckworth

Debtor

Case No. _____

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 \$12,475* 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 \$6,150* 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 \$2,775* 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).

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re **Chuckie Dwayne Duckworth**

Case No. _____

Debtor

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.)	C O D E B T O R	Husband, Wife, Joint, or Community				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
		H	W	J	C				
Account No. Advanced Commercial Roofing P.O. Box 8280 Champaign, IL 61826									604.26
Account No. American Dowell PO Box 3788 Champaign, IL 61826									1,150.94
Account No. x7383**** American Honda Finance 2170 Point Blvd., Suite 100 Elgin, IL 60123-7885									25,923.00
Account No. xxxxxxxx3119**** Bank of America PO Box 982235 El Paso, TX 79998-2235									1,693.00
Subtotal (Total of this page)									29,371.20

6 continuation sheets attached

In re Chuckle Dwayne Duckworth

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.)	C R E D I T O R	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.	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
Account No. xxxxxxxx6867**** Barclays Bank Delaware 125 S. West St. Wilmington, DE 19801			2014 Credit card purchases				1,081.00
Account No. xxxxxxxx0467**** Best Buy/CBNA PO Box 6497 Sioux Falls, SD 57117			2014 Credit card purchases				815.00
Account No. xxxxxxxx8159**** Capital One Bank USA PO Box 30281 Salt Lake City, UT 84130			2014 Credit card purchases				387.00
Account No. xxxxxxxx6656**** Chase Bank One Card Services PO Box 15298 Wilmington, DE 19850			2014 Credit card purchases				9,263.00
Account No. xxxxxxxx7003**** Chase Bank One Card Services PO Box 15298 Wilmington, DE 19850			2014 Credit card purchases				7,902.00
Subtotal (Total of this page)							19,448.00

Sheet no. 1 of 6 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Chuckle Dwayne Duckworth

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.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T R I B U T I O N	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C					
Account No. Classic Granet & Marble 1901 W. Spirnger Dr. Champaign, IL 61821				Construction				10,000.00
Account No. Contractor Services for Illinois 115 W. Pells St Paxton, IL 60957				Carpentry				5,873.85
Account No. Custom Flooring 315 S. Nell St. Champaign, IL 61820				Construction				13,000.00
Account No. DeHaan & Bach 25 Whitney Drive Suite 106 Milford, OH 45150				Sherwin Williams Painting				1,514.70
Account No. Dillman Brothers 3509 N. Cunningham Ave. Urbana, IL 61802				Construction				4,000.00
Subtotal (Total of this page)								34,388.55

Sheet no. 2 of 6 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page)

34,388.55

In re Chuckle Dwayne Duckworth

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.)	C R E D I T O R	Husband, Wife, Joint, or Community		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
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxx8159**** Discover Financial Services, LLC PO Box 15316 Wilmington, DE 19850-5316							13,682.00
Account No. Fresh Coat Painting 505 W. University Champaign, IL 61820			Construction M/L				5,000.00
Account No. Heights Finance 1716 West Bradley Champaign, IL 61821							3,422.00
Account No. Lanz Heating and Cooling 2718 Hundman Dr. Champaign, IL 61822			Heating and Cooling M/L				31,869.00
Account No. Merical Method 219 W. First St. Mackinaw, IL 61755			Construction				1,700.00
Subtotal (Total of this page)							55,673.00

Sheet no. 3 of 6 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Chuckie Dwayne Duckworth

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.)	C O D E B O R	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.	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
Account No. xxxxxxxxxxxxxxx0844**** Navy Federal Credit Union 820 Follin Lane SE Vienna, VA 22180				2014 Credit card purchases				10,136.00
Account No. xxxx2272**** Personal Finance Compant, LLC 19065 Hickory Creek Dr. Mokena, IL 60448				2014				1,034.00
Account No. Phoenix Installation 505 E. Chestnut Champaign, IL 61822				Construction				5,000.00
Account No. Serve Pro of Clinton 6286 Park Rd. Clinton, IL 61727				Construction M/L				5,000.00
Account No. xxxxxxxxx4676**** SYNCB/Lowes PO Box 965005 Orlando, FL 32896				2014 Charge account				2,535.00
Subtotal (Total of this page)								23,705.00

Sheet no. 4 of 6 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Chuckle Dwayne Duckworth

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.)	C O D E D E B T O R	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.	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
Account No. xxxxxxxx1254**** SYNCB/SAMS PO Box 965005 Orlando, FL 32896-5005				2011 Charge account				822.00
Account No. x1535**** The Bureaus 650 Dundee Rd., Suite 370 Northbrook, IL 60062				2015 Collection				725.00
Account No. xxx0300**** Tower Loan of MS PO Box 320001 Flowood, MS 39232				2014 Cash Advance Loan				2,605.00
Account No. xxx0300**** Tower Loan of MS PO Box 320001 Flowood, MS 39232				2014 Cash Advance Loan				3,135.00
Account No. xxxxxxxx6538**** US Bank 205 W. 4th St. Cincinnati, OH 45202				2014 Credit card purchases				5,182.00
Subtotal (Total of this page)								12,469.00

Sheet no. 5 of 6 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page)

12,469.00

In re Chuckie Dwayne Duckworth

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.)	C O D E D E B T O R	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.	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
Account No. xxxxxxxx6771**** US Bank 205 W. 4th St. Cincinnati, OH 45202				2014 Credit card purchases				9,294.00
Account No. Vibez 904 Francis Dr. Champaign, IL 61821				M/C				7,000.00
Account No. Victor Treat and Sons 1908 E. Illini Airport Rd. Urbana, IL 61802				M/C				8,250.00
Account No. Waters Electrical 582 Hazel Crest Dr. Rantoul, IL 61866				Construction M/C				30,000.00
Account No.								

Sheet no. 6 of 6 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal (Total of this page)	54,544.00
Total (Report on Summary of Schedules)	229,598.75

In re Chuckie Dwayne Duckworth
Debtor

Case No. _____

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.
---	--

In re Chuckie Dwayne Duckworth

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 Doc, 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.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
------------------------------	------------------------------

0

continuation sheets attached to Schedule of Codebtors

Fill in this information to identify your case:

Debtor 1 Chuckie Dwayne Duckworth
 Debtor 2 (Spouse, if filing) _____
 United States Bankruptcy Court for the: CENTRAL DISTRICT OF ILLINOIS
 Case number (if known) _____

Check if this is:

- An amended filing
- A supplement showing post-petition chapter 13 income as of the following date:

MM/DD/YYYY

Official Form B 61

Schedule I: Your Income

12/13

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- Employed
- Not employed

Janitorial

Self Employed

Debtor 2 or non-filing spouse

- Employed
- Not employed

How long employed there? 16 years

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>1,200.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	-\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>1,200.00</u>	\$ <u>N/A</u>

Debtor 1 Chuckie Dwayne Duckworth

Case number (if known) _____

Copy line 4 here _____

	For Debtor 1	For Debtor 2 or non-filing spouse
4.	\$ <u>1,200.00</u>	\$ <u>N/A</u>
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <u>0.00</u>	\$ <u>N/A</u>
5b. Mandatory contributions for retirement plans	5b. \$ <u>0.00</u>	\$ <u>N/A</u>
5c. Voluntary contributions for retirement plans	5c. \$ <u>0.00</u>	\$ <u>N/A</u>
5d. Required repayments of retirement fund loans	5d. \$ <u>0.00</u>	\$ <u>N/A</u>
5e. Insurance	5e. \$ <u>0.00</u>	\$ <u>N/A</u>
5f. Domestic support obligations	5f. \$ <u>0.00</u>	\$ <u>N/A</u>
5g. Union dues	5g. \$ <u>0.00</u>	\$ <u>N/A</u>
5h. Other deductions. Specify: _____	5h. \$ <u>0.00</u>	\$ <u>N/A</u>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <u>0.00</u>	\$ <u>N/A</u>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <u>1,200.00</u>	\$ <u>N/A</u>
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <u>0.00</u>	\$ <u>N/A</u>
8b. Interest and dividends	8b. \$ <u>0.00</u>	\$ <u>N/A</u>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <u>0.00</u>	\$ <u>N/A</u>
8d. Unemployment compensation	8d. \$ <u>0.00</u>	\$ <u>N/A</u>
8e. Social Security	8e. \$ <u>875.00</u>	\$ <u>N/A</u>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ <u>0.00</u>	\$ <u>N/A</u>
8g. Pension or retirement income	8g. \$ <u>0.00</u>	\$ <u>N/A</u>
8h. Other monthly income. Specify: _____	8h. \$ <u>0.00</u>	\$ <u>N/A</u>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <u>875.00</u>	\$ <u>N/A</u>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <u>2,075.00</u> + \$ <u>N/A</u>	= \$ <u>2,075.00</u>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____		11. +\$ <u>0.00</u>
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies		12. \$ <u>2,075.00</u> Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: _____		

Debtor 1 Chuckie Dwayne Duckworth

Case number (if known) _____

6. Utilities:		
6a. Electricity, heat, natural gas	6a. \$	140.00
6b. Water, sewer, garbage collection	6b. \$	60.00
6c. Telephone, call phone, Internet, satellite, and cable services	6c. \$	100.00
6d. Other. Specify: _____	6d. \$	0.00
7. Food and housekeeping supplies	7. \$	500.00
8. Childcare and children's education costs	8. \$	0.00
9. Clothing, laundry, and dry cleaning	9. \$	40.00
10. Personal care products and services	10. \$	50.00
11. Medical and dental expenses	11. \$	0.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	100.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	0.00
14. Charitable contributions and religious donations	14. \$	0.00
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	0.00
15b. Health insurance	15b. \$	0.00
15c. Vehicle insurance	15c. \$	220.00
15d. Other insurance. Specify: _____	15d. \$	0.00
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$	0.00
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a. \$	155.00
17b. Car payments for Vehicle 2	17b. \$	0.00
17c. Other. Specify: _____	17c. \$	0.00
17d. Other. Specify: _____	17d. \$	0.00
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, <i>Schedule I, Your Income</i> (Official Form 6i).	18. \$	0.00
19. Other payments you make to support others who do not live with you. Specify: _____	\$	0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on <i>Schedule I: Your Income</i> .		
20a. Mortgages on other property	20a. \$	0.00
20b. Real estate taxes	20b. \$	0.00
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00
20e. Homeowner's association or condominium dues	20e. \$	0.00
21. Other: Specify: _____	21. +\$	0.00
22. Your monthly expenses. Add lines 4 through 21. The result is your monthly expenses.	22. \$	1,996.99
23. Calculate your monthly net income.		
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	2,075.00
23b. Copy your monthly expenses from line 22 above.	23b. -\$	1,996.99
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$	78.01

24. Do you expect an increase or decrease in your expenses within the year after you file this form?
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

No.
 Yes.
Explain:

United States Bankruptcy Court
Central District of Illinois

In re Chuckie Dwayne Duckworth

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 19 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 6-17-15

Signature Chuck Duckworth
Chuckie Dwayne Duckworth
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
Central District of Illinois**

In re Chuckle Dwayne Duckworth

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>715.00</u>
Prior to the filing of this statement I have received	\$	<u>715.00</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: 6/17/15



**Kevin R. Schneider 6313921
Hatch Law Firm, P.C.
115 N. Neil Street
Suite 315
Champaign, IL 61820
(217) 356-2577 Fax: (217) 351-1771
whatch@hatchlawfirm.com**

**United States Bankruptcy Court
Central District of Illinois**

In re Chuckie Dwayne Duckworth

Debtor(s)

Case No.
Chapter

7

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: Bank of Rantoul	Describe Property Securing Debt: Debtor owns a storefront building with 1 bedroom loft. Location: 1260 Aspen, Rantoul IL 61866
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

Property No. 2	
Creditor's Name: Heights finance	Describe Property Securing Debt: Debtor has a 2004 Honda accord with 135,000 miles driven by daughter.
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

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: -NONE-	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

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 6-17-15

Signature 
Chuckie Dwayne Duckworth
Debtor

United States Bankruptcy Court
Central District of Illinois

In re Chuckie Dwayne Duckworth

Debtor(s)

Case No. _____

Chapter 7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Chuckie Dwayne Duckworth

Printed Name(s) of Debtor(s)

Case No. (if known) _____

X

Chuck Duckworth
Signature of Debtor

6-17-15
Date

X

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) only if the certification has NOT been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

United States Bankruptcy Court
Central District of Illinois

In re Chuckle Dwayne Duckworth

Debtor(s)

Case No.
Chapter

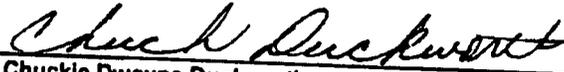
7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date:

6-17-15



Chuckle Dwayne Duckworth
Signature of Debtor

Advanced Commercial Roofing
P.O. Box 8280
Champaign, IL 61826

American Dowell
PO Box 3788
Champaign, IL 61826

American Honda Finance
2170 Point Blvd., Suite 100
Elgin, IL 60123-7885

Bank of America
PO Box 982235
El Paso, TX 79998-2235

Bank of Rantoul
201 East Champaign Ave
P.O. Box 67
Rantoul, IL 61866

Barclays Bank Delaware
125 S. West St.
Wilmington, DE 19801

Best Buy/CBNA
PO Box 6497
Sioux Falls, SD 57117

Capital One Bank USA
PO Box 30281
Salt Lake City, UT 84130

Chase Bank One Card Services
PO Box 15298
Wilmington, DE 19850

Classic Granet & Marble
1901 W. Spirnger Dr.
Champaign, IL 61821

Contractor Services for Illinois
115 W. Pells St
Paxton, IL 60957

Custom Flooring
315 S. Neil St.
Champaign, IL 61820

DeHaan & Bach
25 Whitney Drive
Suite 106
Milford, OH 45150

Discover Financial Services, LLC
PO Box 15316
Wilmington, DE 19850-5316

Fresh Coat Painting
505 W. University
Champaign, IL 61820

Heights finance
1716 Bradley Ave
Champaign, IL 61822

Heights Finance
1716 West Bradley
Champaign, IL 61821

Lanz Heating and Cooling
2718 Hundman Dr.
Champaign, IL 61822

Merical Method
219 W. First St.
Mackinaw, IL 61755

Navy Federal Credit Union
820 Follin Lane SE
Vienna, VA 22180

Personal Finance Compant, LLC
19065 Hickory Creek Dr.
Mokena, IL 60448

Phoenix Installation
505 E. Chestnut
Champaign, IL 61822

Serve Pro of Clinton
6286 Park Rd.
Clinton, IL 61727

SYNCB/Lowes
PO Box 965005
Orlando, FL 32896

SYNCB/SAMS
PO Box 965005
Orlando, FL 32896-5005

The Bureaus
650 Dundee Rd., Suite 370
Northbrook, IL 60062

Tower Loan of MS
PO Box 320001
Flowood, MS 39232

US Bank
205 W. 4th St.
Cincinnati, OH 45202

Vibez
904 Francis Dr.
Champaign, IL 61821

Victor Treat and Sons
1908 E. Illini Airport Rd.
Urbana, IL 61802

Waters Electrical
582 Hazel Crest Dr.
Rantoul, IL 61866

Do not file this form as part of the public case file. This form must be submitted separately and must not be included in the court's public electronic records. Please consult local court procedures for submission requirements.

United States Bankruptcy Court
Central District of Illinois

In re Chuckle Dwayne Duckworth Debtor

Address 1260 Aspen Rantoul, IL 61866

Last four digits of Social-Security or Individual Taxpayer- Identification (ITIN) No(s), (if any): xxx-xx-2223
Employer's Tax Identification (EIN) No(s), [if any]:

Case No.

Chapter 7

STATEMENT OF SOCIAL-SECURITY NUMBER(S)
(or other Individual Taxpayer-Identification Number(s) (ITIN(s)))

1. Name of Debtor (Last, First, Middle): Duckworth, Chuckle Dwayne
(Check the appropriate box and, if applicable, provide the required information.)

- Debtor has a Social-Security Number and it is: -2223
Debtor does not have a Social-Security Number but has an Individual Taxpayer-Identification Number (ITIN), and it is:
Debtor does not have either a Social-Security Number or an Individual Taxpayer-Identification Number (ITIN).

2. Name of Joint Debtor (Last, First, Middle):
(Check the appropriate box and, if applicable, provide the required information.)

- Joint Debtor has a Social-Security Number and it is:
Joint Debtor does not have a Social-Security Number but has an Individual Taxpayer-Identification Number (ITIN) and it is:
Joint Debtor does not have either a Social-Security Number or an Individual Taxpayer-Identification Number (ITIN).

I declare under penalty of perjury that the foregoing is true and correct.

X Chuckle Dwayne Duckworth 6-17-15
Signature of Debtor Date

X
Signature of Joint Debtor Date

*Joint debtors must provide information for both spouses.
Penalty for making a false statement: Fine of up to \$250,000 or up to 5 years imprisonment or both. 18 U.S.C. §§ 152 and 3571.

Fill in this information to identify your case:

Debtor 1 Chuckie Dwayne Duckworth

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of Illinois

Case number _____
(if known)

Check one box only as directed in this form and in Form 22A-1Supp:

- 1. There is no presumption of abuse
 - 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 22A-2).
 - 3. The Means Test does not apply now because of qualified military service but it could apply later.
- Check if this is an amended filing

Official Form 22A - 1 Chapter 7 Statement of Your Current Monthly Income

12/14

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 22A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.
- Not married. Fill out Column A, lines 2-11.
 - Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
 - Married and your spouse is NOT filing with you. You and your spouse are:
 - Living in the same household and are not legally separated. Fill out both Columns A and B, lines 2-11.
 - Living separately or are legally separated. fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ <u>1,200.00</u>	\$ _____
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ <u>0.00</u>	\$ _____
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ <u>0.00</u>	\$ _____
5. Net income from operating a business, profession, or farm		
Gross receipts (before all deductions)	\$ <u>0.00</u>	
Ordinary and necessary operating expenses	-\$ <u>0.00</u>	
Net monthly income from a business, profession, or farm	\$ <u>0.00</u> Copy here ->	\$ _____
6. Net income from rental and other real property		
Gross receipts (before all deductions)	\$ <u>0.00</u>	
Ordinary and necessary operating expenses	-\$ <u>0.00</u>	
Net monthly income from rental or other real property	\$ <u>0.00</u> Copy here ->	\$ _____
7. Interest, dividends, and royalties	\$ <u>0.00</u>	\$ _____

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation	\$ <u>0.00</u>	\$ _____
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ <u>0.00</u>	
For your spouse	\$ _____	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ <u>0.00</u>	\$ _____
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total on line 10c.		
10a. _____	\$ <u>0.00</u>	\$ _____
10b. _____	\$ <u>0.00</u>	\$ _____
10c. Total amounts from separate pages, if any.	+ \$ <u>0.00</u>	\$ _____
11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ <u>1,200.00</u>	+ \$ _____ = \$ <u>1,200.00</u>
		Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11 Copy line 11 here=> 12a. \$ 1,200.00

Multiply by 12 (the number of months in a year)

12b. The result is your annual income for this part of the form 12b. \$ 14,400.00

13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live. IL

Fill in the number of people in your household. 1

Fill in the median family income for your state and size of household. 13. \$ 48,239.00

14. How do the lines compare?

14a. Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3.

14b. Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 22A-2.* Go to Part 3 and fill out Form 22A-2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X Chuckie Dwayne Duckworth
 Chuckie Dwayne Duckworth
 Signature of Debtor 1

Date 6-17-15
 MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 22A-2.
 If you checked line 14b, fill out Form 22A-2 and file it with this form.

B6A (Official Form 6A) (12/07)

In re Chuckle Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE A - REAL PROPERTY - AMENDED

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
Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866	Fee simple	-	34,264.00	Unknown

Sub-Total > 34,264.00 (Total of this page)

Total > 34,264.00

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

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		Debtor has approximately \$20 in cash on hand	-	20.00
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.		Debtor has checking account with Heartland Bank and Trust account number ending in 4944 with approximately \$50. Debtor has savings account used by daughter with Heartland Bank account number ending in 1365 with approximately \$50.	-	50.00 25.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Debtor has approximately \$500 in household goods and furnishings in trailer where Debtor is residing at Location: 1260 Aspen, Rantoul IL 61866	-	500.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Debtor has approximately \$25 in wearing apparel.	-	25.00
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 >	620.00
			(Total of this page)	

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Chuckle Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	NONE	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).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		Debtor has 1/2 accumulated interest in expected tax return of \$1800.	-	900.00
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.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
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.	X			

Sub-Total > 900.00
(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 Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(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.		Debtor has a 1992 Honda accord with approximately 209,000.	-	807.00
		Debtor has a 2004 Honda accord with 135,000 miles driven by daughter.	-	3,399.00
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.		Debtor has some small cleaning equipment worth approximately \$200.	-	200.00
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 >				4,406.00
(Total of this page)				
Total >				5,926.00

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6D (Official Form 6D) (12/07)

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS - AMENDED

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. Sec. 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.)	C O D E B T O R	Husband, Wife, Joint, or Community		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 WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H	W					
Account No.		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN						
Advanced Commercial Roofing P.O. Box 8280 Champaign, IL 61826		Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					Unknown	Unknown
		Value \$ 34,264.00						
Bank of Rantoul 201 East Champaign Ave P.O. Box 67 Rantoul, IL 61866		12/14 Non-Purchase Money Security Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					47,000.00	12,736.00
		Value \$ 34,264.00						
Classic Granite & Marble 1901 W. Springer Dr. Champaign, IL 61821		Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					Unknown	Unknown
		Value \$ 34,264.00						
Contractor Services for Illinois 115 W. Pells St Paxton, IL 60957		Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					Unknown	Unknown
		Value \$ 34,264.00						
Subtotal (Total of this page)							47,000.00	12,736.00

4 continuation sheets attached

B6D (Official Form 6D) (12/07) - Cont.

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS - AMENDED
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B I T O R	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	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 WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.				Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					
Custom Flooring 315 S. Neil St. Champaign, IL 61820		-						13,000.00	13,000.00
				Value \$ 34,264.00					
Account No.				Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					
DeHaan & Bach 25 Whitney Drive Suite 106 Milford, OH 45150		-						Unknown	Unknown
				Value \$ 34,264.00					
Account No.				Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					
Dillman Brothers 3509 N. Cunningham Ave. Urbana, IL 61802		-						Unknown	Unknown
				Value \$ 34,264.00					
Account No.				Mechanic's Lien					
Duden & Silver 103 N. Main Gifford, IL 61847		-		Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866				Unknown	Unknown
				Value \$ 34,264.00					
Account No.				Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866					
Fresh Coat Painting 505 W. University Champaign, IL 61820		-						Unknown	Unknown
				Value \$ 34,264.00					
Subtotal								13,000.00	13,000.00
Sheet <u>1</u> of <u>4</u> continuation sheets attached to Schedule of Creditors Holding Secured Claims								(Total of this page)	

B6D (Official Form 6D) (12/87) - Cont.

In re Chuckle Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS - AMENDED
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C D E B T O R H W J C	Husband, Wife, Joint, or Community		C O N T I N E N T	U N I Q U I T A R I E D	D I S P U T E	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	Value \$					
Account No. Good Vibes Sounds Inc. 1501 N. Prospect Ave. Champaign, IL 61820		4-17-15 Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866	34,264.00				Unknown	Unknown
Account No. xxxx1088**** Heights finance 1716 Bradley Ave Champaign, IL 61822		2014 Non-Purchase Money Security Debtor has a 2004 Honda accord with 135,000 miles driven by daughter.	3,399.00				4,440.00	1,041.00
Account No. Herr Kids Inc. c/o Meyer Capel PO Box 6750 Champaign, IL 61826-6750		05-07-15 Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866	34,264.00				Unknown	Unknown
Account No. Hesterberg Electric 203 E. Church Gifford, IL 61847		Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866	34,264.00				Unknown	Unknown
Account No. Lanz Heating & Cooling Inc. 2718 Humdman Dr. Champaign, IL 61821		4-2-15 Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866	34,264.00				Unknown	Unknown
Subtotal (Total of this page)							4,440.00	1,041.00

Sheet 2 of 4 continuation sheets attached to Schedule of Creditors Holding Secured Claims

B6D (Official Form 6D) (12/07) - Cont.

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS - AMENDED
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N S E C U R E D	D I S C U S E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. Links Window Magic 2150 E. Locust St. Decatur, IL 62521	-	6/5/15	Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866				Unknown	Unknown
		Value \$	34,264.00					
Account No. Miracle Method 219 W. First St. Mackinaw, IL 61755	-		Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866				Unknown	Unknown
		Value \$	34,264.00					
Account No. New Age Home Improvement 7 S. Forest Ave. Danville, IL 61832	-	3-17-15	Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866				Unknown	Unknown
		Value \$	34,264.00					
Account No. Phoenix Installation 505 E. Chestnut Champaign, IL 61822	-		Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866				Unknown	Unknown
		Value \$	34,264.00					
Account No. Quality Plumbing 1009 N. Boyden St. Urbana, IL 61802	-		Mechanic's Lien Debtor owns a storefront building with 1 bedroom loft. Location: 114 N. Kentucky, Rantoul IL 61866				Unknown	Unknown
		Value \$	34,264.00					
Subtotal							0.00	0.00
(Total of this page)								

Sheet 3 of 4 continuation sheets attached to
Schedule of Creditors Holding Secured Claims

B6D (Official Form 6D) (12/07) - Cont.

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS - AMENDED
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B Y C R E D I T O R	H W J C	Husband, Wife, Joint, or Community		C O N T R I B U T I O N	U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
			DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	Value \$					
Account No. Ramtak/Freshcoat C/O Meyer Capel 306 W. Church St. P.O. Box 6750 Champaign, IL 61820-6750								Unknown	Unknown
Account No. Serve Pro of Clinton 6286 Park Rd. Clinton, IL 61727								5,000.00	5,000.00
Account No. Vibez 904 Francis Dr. Champaign, IL 61821								Unknown	Unknown
Account No. Victor Treat & Sons Inc. c/o Webber & Thies PO Box 189 Urbana, IL 61801								Unknown	Unknown
Account No. Waters Electrical Contracting Inc. c/o Wilson Law Offices 300 S. Garrard St. Rantoul, IL 61866								Unknown	Unknown
Subtotal (Total of this page)								5,000.00	5,000.00
Total (Report on Summary of Schedules)								69,440.00	31,777.00

Sheet 4 of 4 continuation sheets attached to
Schedule of Creditors Holding Secured Claims

B6F (Official Form 6F) (12/07)

In re Chuckie Dwayns Duckworth

Case No. 15-90643

Debtor

**AMENDED
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.)	Husband, Wife, Joint, or Community				CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
	C O D E B T O R	H	W	J C				
Account No. American Dowell PO Box 3788 Champaign, IL 61826								1,150.94
Account No. x7383**** American Honda Finance 2170 Point Blvd., Suite 100 Elgin, IL 60123-7885				2013 Automobile				25,923.00
Account No. xxxxxxxx3119**** Bank of America PO Box 982235 El Paso, TX 79998-2235				2014 Credit card purchases				1,693.00
Account No. xxxxxxxx6867**** Barclays Bank Delaware 125 S. West St. Wilmington, DE 19801				2014 Credit card purchases				1,081.00
Subtotal (Total of this page)								29,847.94

3 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H U S B A N D, W I F E, J O I N T O R O R C O M M U N I T Y	H U S B A N D, W I F E, J O I N T O R O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	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
Account No. xxxxxxxx0467**** Best Buy/CBNA PO Box 6497 Sioux Falls, SD 57117			2014 Credit card purchases				815.00
Account No. xxxxxxxx8159**** Capital One Bank USA PO Box 30281 Salt Lake City, UT 84130			2014 Credit card purchases				387.00
Account No. xxxxxxxx6656**** Chase Bank One Card Services PO Box 15298 Wilmington, DE 19850			2014 Credit card purchases				9,263.00
Account No. xxxxxxxx7003**** Chase Bank One Card Services PO Box 15298 Wilmington, DE 19850			2014 Credit card purchases				7,902.00
Account No. xxxxxxxx8159**** Discover Financial Services, LLC PO Box 15316 Wilmington, DE 19850-5316			2014 Credit card purchases				13,682.00
Subtotal (Total of this page)							32,049.00

Sheet no. 1 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Chuckle Dwayne Duckworth

Case No. 15-90643

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T R I B U T I O N	U N C O N T R I B U T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. xxxxxxxxxxxxxx0844**** Navy Federal Credit Union 820 Follin Lane SE Vienna, VA 22180							10,136.00
Account No. xxxx-xxxx-xxxx-8048 Paypal Credit PO Box 5138 Lutherville Timonium, MD 21094							2,000.00
Account No. xxxx2272**** Personal Finance Company, LLC 19065 Hickory Creek Dr. Mokena, IL 60448							1,034.00
Account No. xxxxxxxx4676**** SYNCB/Lowes PO Box 965005 Orlando, FL 32896							2,535.00
Account No. xxxxxxxx1254**** SYNCB/SAMS PO Box 965005 Orlando, FL 32896-5005							822.00
Subtotal (Total of this page)							16,527.00

Sheet no. 2 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M U N I T Y	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	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	
Account No. x1535**** The Bureaus 650 Dundee Rd., Suite 370 Northbrook, IL 60062			2015 Collection				725.00	
Account No. xxx0300**** Tower Loan of MS PO Box 320001 Flowood, MS 39232			2014 Cash Advance Loan				2,605.00	
Account No. xxx0300**** Tower Loan of MS PO Box 320001 Flowood, MS 39232			2014 Cash Advance Loan				3,135.00	
Account No. xxxxxxxx6538**** US Bank 205 W. 4th St. Cincinnati, OH 45202			2014 Credit card purchases				5,182.00	
Account No. xxxxxxxx6771**** US Bank 205 W. 4th St. Cincinnati, OH 45202			2014 Credit card purchases				9,294.00	
Sheet no. <u>3</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	20,941.00
							Total (Report on Summary of Schedules)	99,364.94

B6G (Official Form 6G) (12/07)

In re Chuckie Dwayne Duckworth

Case No. 15-90643

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES - AMENDED

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. Sec. 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.
Maplewood Mac 1265 Aspen Rantoul, IL 61866	Month to month lot rent in trailer park.

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_____ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

United States Bankruptcy Court

Central District of Illinois

Case No. 15-90643

Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Chuckie Dwayne Duckworth

1260 Aspen
Rantoul, IL 61866

Social Security / Individual Taxpayer ID No.:
xxx-xx-2223

Employer Tax ID / Other nos.:

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).

Dated: 9/28/15

BY THE COURT

/s/ Mary P. Gorman
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.



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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
APR 16 2018

James M. Ballman
CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY, ILLINOIS

THE PEOPLE OF THE)
STATE OF ILLINOIS,)
)
Plaintiff,)
)
vs.) No. 16-CF-443
)
CHUCK DUCKWORTH,)
)
Defendant.)

RULING

REPORT OF PROCEEDINGS of the hearing before
CIRCUIT JUDGE ROGER B. WEBBER on October 20, 2017.

APPEARANCES:

JOEL FLETCHER, Assistant State's Attorney,
for the People

JAMES DEDMAN, Attorney at Law,
CHERALYN KESLER, Attorney at Law,
for the Defendant

Judie Roberts, CSR, RPR
License No. 084.004851
Champaign County Courthouse
101 East Main Street
Urbana, IL 61801

1 income or assets that Mr. Duckworth believed he had from
2 which he would be able to pay for their portions of the
3 project.

4 The State's theory of the case essentially is
5 that the defendant got a \$50,000 loan to remodel this
6 building from the City, but he contracted for
7 expenditures that amounted to two to three times more
8 than that amount and promised all of the vendors they
9 would be paid out of those loaned funds. The amount that
10 he contracted to spend on the project was so much more
11 than the amount of the loan fund that it almost had to
12 have amounted to theft by deception by deceiving each of
13 the alleged victims to leading them to believe that they
14 would be paid out of that micro-fund, and that caused
15 them to provide the services or equipment without
16 significant down payments.

17 The defendant's position is essentially that he
18 believed he had other sources of funding for which he
19 could pay those additional amounts. The sources included
20 funds from the sale of another old building that he had
21 successfully completed a similar project on, an
22 inheritance that he expected to receive in the
23 approximate amount of \$175,000 from his father, income
24 from his cleaning business and some vague expectations of

1 being involved in a reality TV show about flipping and
2 rehabbing old businesses.

3 There was no clear evidence presented as to how
4 that project, the TV show, would finance any portion of
5 this rehabilitation project. Although at least one of
6 the contractors acknowledged that he or his crew were
7 allowed to be filmed by Mr. Duckworth, I believe Mr.
8 Duckworth's testimony was that he took that video with
9 his cellphone. None of those contractors, even the ones
10 that acknowledged being told about the program and
11 allowing themselves to be filmed, indicated that they
12 ever considered that reality TV show as a possible source
13 of payment or that they would have done the work just for
14 the exposure that such a program could have provided.

15 The defendant believes that essentially -- or
16 stated that essentially his inheritance never did
17 materialize. He ultimately fell victim to an identity
18 theft-type situation which resulted in an unanticipated
19 inability to pay all of the vendors and ultimately forced
20 him to file bankruptcy.

21 There really is no dispute he did receive the
22 goods and services as alleged in the complaint and that
23 he failed to fully pay for all of them. He clearly
24 intended to permanently deprive the respective owners of

1 the use or benefit of the property. I don't believe it's
2 reasonable to believe that anyone has permanent fixtures
3 installed in a building with the idea that sometime in
4 the future they'll return them. And in fact, with
5 respect to the Good Vibes vendor, after his funding began
6 to dwindle and it was clear that they were not going to
7 be able to be paid, they made arrangements with Mr.
8 Duckworth to retrieve the items that they installed, and
9 he initially agreed to meet them and allow them to
10 retrieve their property, the stereo equipment, wiring,
11 speakers and things of that nature, but he never followed
12 through and never met them as promised.

13 So ultimately, the sole issue that is really in
14 dispute is whether he knowingly obtained these goods and
15 services by deception. Since some of the vendors
16 acknowledged about the various other potential sources of
17 payment in addition to the micro-loan program, it's going
18 to be necessary to look at the other evidence and talk
19 about it with respect to each of the counts.

20 Mr. Duckworth testified that he expected to
21 inherit \$175,000 from his father, and it's likely that
22 had that come to pass in a timely fashion, many of these
23 vendors would have been paid. He also testified, though,
24 that his father had passed in December of 2012; yet as of

1 the day that he was testifying, I believe on April the
2 11th of this year, he still did not know whether there
3 had in fact ever actually been an estate opened to
4 probate the Will. The reasonableness of his belief and
5 expectation that he would get those funds in time to pay
6 for any major portions of this project was fading by the
7 fall of 2014 when the bulk of the project, at least that
8 part that is subject to the 14 counts of the complaint in
9 this case, was alleged to have taken place.

10 His testimony concerning the use of funds from
11 the sale of a prior rehab project is -- also similarly
12 does not compute. By stipulation and agreement of the
13 parties, the Court listened to an audio recording of his
14 testimony in his bankruptcy proceedings. He was
15 thoroughly questioned about the disposition of the funds
16 from the sale of that prior rehabilitation project, and
17 his explanation for where those funds had gone was
18 confusing and vague at best.

19 Essentially, Attorney Funderburg tried to go
20 through the accounting of those total funds and asked him
21 where each of those amounts had been spent, and he never
22 would acknowledge to her that after, for example, he used
23 some amount of that sale proceeds, in the neighborhood of
24 I want to say 60 to \$80,000 to purchase this property.

1 that the remaining funds were less that same amount, so
2 that 60 to 65,000 that he used to purchase this property,
3 the Kentucky Street project, was no longer available to
4 do the rehab portion of the project.

5 However, that still does not end the inquiry.
6 We have to determine whether he deceived the contractors
7 as alleged in the complaint. 720 ILCS 5/15-4 defines
8 deception for these purposes as meaning knowingly to
9 create or confirm another's impression which is false and
10 which the offender does not believe to be true; or to
11 fail to correct a false impression which the offender
12 previously has created or confirmed. It also would
13 include promising performance which the offender does not
14 intend to perform or knows will not be performed.
15 However, failure to perform standing alone is not
16 evidence that the offender did not intend to perform.

17 So if we look at Counts I and II, they allege
18 theft by deception of services and/or property from
19 Waters Electrical Contracting. Kenneth Waters testified
20 as to the discussions he had with Mr. Duckworth
21 concerning work he wanted done. When he was asked
22 specifically why he did not require a down payment for a
23 project of this size, he said, "I had done work for Mr.
24 Duckworth in the past and he's always paid his bills, a

1 little late sometimes but always paid them."

2 He later acknowledged that the Village of -- the
3 Village micro-loan program played a part in his decision,
4 but he repeated that he sometimes would ask for money
5 upfront but he didn't this time and would bill him
6 monthly, "'Cause I'd done work for him prior." Based
7 upon those statements from Mr. Waters, I cannot find that
8 the State has proven Counts I and II beyond a reasonable
9 doubt that he knowingly obtained those services and
10 materials by deception.

11 The Court therefore finds the defendant not
12 guilty on Counts I and II and judgment is entered in
13 favor of the defendant and against the People on those
14 two counts.

15 Count III dealt with Davis Floor Sanding and
16 Refinishing. In November of 2014, the defendant
17 contacted Danny Davis and obtained an estimate. In
18 January of 2015, he was presented with a second higher
19 estimate. He told Mr. Davis that job would be paid for
20 out of the micro-loan, although as of January 16th of
21 2015, the loan balance was in the neighborhood of
22 \$1,333.11. That's demonstrated in People's Exhibits 5
23 and 6. However, Mr. Duckworth, being presented with two
24 estimates, the one in November for a little over 15,000.

1 and another one in January for approximately 20,000, went
2 ahead with this project.

3 When Mr. Davis questioned him about his ability
4 to pay for this amount of flooring in light of the
5 apparent scope and magnitude of the project, Mr.
6 Duckworth assured him that he had over \$30,000 set aside
7 for flooring. The only source of funding that Mr. Davis
8 was ever told about was the Village micro-loan.

9 Accordingly, I find the State has proven that
10 Mr. Duckworth both knowingly created a false impression
11 that Mr. Davis would be paid out of the loan and he
12 failed to create -- correct it. He signed an estimate in
13 January agreeing to pay \$20,190 at a time when the loan
14 balance was less than \$1,400 and created the impression
15 that the entire \$21,190 would be paid out of the loan and
16 in fact indicated that there was over \$30,000 available
17 for flooring. He never mentioned any other source of
18 funding to Mr. Davis.

19 So I find the defendant is guilty of Count III
20 and judgment will be entered for the People against the
21 defendant as to that count.

22 With respect to Count IV concerning Phoenix
23 Insulation, Inc., Daniel Webnar testified that he was
24 contacted by the defendant in December of 2014. He

1 authenticated an invoice dated 12/12/2014 for work that
2 Phoenix had completed. However, he testified that the
3 topic of payment sources never came up at all until
4 February of 2015 when he was told that he needed to get
5 an inspection approved by the Village to receive payment.
6 At that point, Mr. Duckworth may well have created an
7 impression that Phoenix would be paid out of that loan
8 fund, but it was well after the work had already done --
9 been done.

10 So I cannot find that the State proved he
11 obtained those services by deception, and I find him not
12 guilty as to Count IV.

13 Counts V and VI dealt with Good Vibes and their
14 installation of various electronic equipment and
15 materials. In December of 2014, he contracted with Good
16 Vibes to install the electronic equipment in the
17 building. The total cost of the goods and services
18 involved were well over the amounts pled in the
19 information. These contracts were entered into at a time
20 when the loan balance was woefully short of the amounts
21 contracted for, yet he assured the staff of Good Vibes
22 that they would be paid out of the loan. To compound
23 matters, after it became clear that he would not be able
24 to pay the Good Vibes bills, he initially agreed to let

1 them remove the equipment but then he failed to actually
2 allow them to do so.

3 So I find the defendant has been proven guilty
4 beyond a reasonable doubt as to Counts V and VI
5 concerning theft of services and materials from Good
6 Vibes.

7 Count VII involved New Age Home Improvements.
8 Ryan Stitz testified that New Age was paid fairly
9 promptly for their initial work, and he also acknowledged
10 that Mr. Duckworth had mentioned both a possible
11 inheritance was expecting and his cleaning business, but
12 he was adamant that Mr. Duckworth never mentioned those
13 as a possible source of payment. They were just other
14 things that were discussed throughout Mr. Stitz's time on
15 the project.

16 The only source of payment that he indicated Mr.
17 Duckworth ever told him about was the micro-loan. By
18 December, when he was confronted about the non-payments,
19 according to Mr. Stitz, Mr. Duckworth initially said that
20 he had already paid him. Then eventually he was told he
21 didn't have anymore money to pay with. Mr. Stitz
22 confirmed that he never would have extended the credit
23 but for the micro-loan.

24 I find the defendant guilty as to Count VII.

1 Count VIII involved Contractor Services of
2 Illinois. Again, this contract was entered into at a
3 time when the loan balance was insufficient to cover the
4 contract amount, yet Mr. Duckworth still created the
5 impression that Contractor Services would be paid out of
6 the loan fund and never took any steps to correct that
7 impression.

8 I find that he has been proven guilty beyond a
9 reasonable doubt as to Count VIII.

10 Count IX involved Herr Kids doing business as
11 Classic Granite and Marble. In December of 2014, Mr.
12 Duckworth contracted to purchase a bathtub and to have
13 sinks refinished for approximately \$8,200 at a time when
14 the loan balance available was only approximately \$1,300.
15 He also showed -- and I'm sorry. I mentioned contracted
16 to have bathtub and sinks refinished. That was a
17 different provider.

18 Herr Kids, Classic Granite and Marble provided
19 countertops, granite or marble countertops for the
20 kitchen spaces. Mr. Herr was shown a letter from Mr.
21 Duckworth confirming the presence of the Village of
22 Rantoul micro-loan, and Mr. Duckworth was asked
23 specifically about the fact that Mr. Herr did not believe
24 he could be possibly doing all of the work that Mr. Herr

1 observed in the building for \$50,000. Mr. Duckworth told
2 him he was saving the loan amount for the countertops and
3 the flooring as they were going to be the most expensive
4 items of his entire project. He suggested to Mr. Herr
5 that he would be paying for the other things that Mr.
6 Herr had observed out of his cleaning business.

7 So I find that with respect to Count IX, the
8 State has proven the defendant guilty beyond a reasonable
9 doubt.

10 Count X involves services -- drywall services
11 for Victor Treat and Sons, and in January of 2015, at a
12 time when the loan was completely or almost completely
13 depleted, Mr. Duckworth contracted Mr. Treat. He was
14 given a story about Mr. Duckworth's brother starting the
15 drywall project but having to be pulled away because of,
16 other job commitments. He agreed to pay Treat for
17 drywall services in amount of \$8,000. Mr. Treat wanted a
18 50 percent down payment because of the scope of the
19 project, but when Mr. Duckworth assured him he would be
20 paid out of the Village micro-loan, he agreed to go
21 forward and do the work without the down payment.

22 I think clearly the State has proven Mr.
23 Duckworth guilty as to Count X.

24 Count XI involved Serve Pro. Mr. Duckworth

1 convinced the owner of Serve Pro to do the work in
2 cleaning up primarily the dust and other debris that were
3 created by Davis Floor Sanding. Mr. Duckworth convinced
4 the owners of Serve Pro that they would be paid for their
5 industrial cleaning services by the floor finishing
6 company that had installed the work and created all of
7 the dust. There was never any reasonable expectation
8 that that was actually going to happen.

9 I find the defendant guilty of Count XI.

10 Count XII involved Miracle Method. This was the
11 contractor from which Mr. Duckworth bought some
12 refinished bathtubs and sinks for approximately \$1,200.
13 At the time of entering into that contract, it appeared
14 that there was approximately \$30,000 left available from
15 the micro-loan. The owner or representative of Miracle
16 Method that testified, however, indicated that the only
17 conversation he ever had with Mr. Duckworth about payment
18 was that it would be due upon delivery.

19 He then testified at length about delivering the
20 bathtubs and sinks and that his company usually did not
21 deliver items such as those and that they carried them
22 into the building but did not carry them up to the second
23 or third floors as Mr. Duckworth requested. At that
24 point, he requested payment. Mr. Duckworth initially

1 stated he needed to get his checkbook. He then testified
2 that Mr. Duckworth said he had no checks left and that he
3 would need to have the bank come and inspect the
4 materials and that they would get paid upon approval by
5 the bank. It was never made clear to the Court whether
6 Mr. Duckworth did not follow through and submit that
7 payment because he didn't intend to ever pay Miracle
8 Method or because he was upset that their delivery was
9 not completed in the way that he expected it to be.

10 So I find the defendant not guilty as to Count
11 XII.

12 Count XIII was for Custom Flooring. In April of
13 2015, after the loan was completely depleted, Mr.
14 Duckworth ordered \$6,200 worth of services and material.
15 There was an oral agreement that they would be paid out
16 of the loan that had been made significantly prior to
17 that April date, but Mr. Duckworth never did go in and
18 sign the actual written agreement or written estimate
19 that they wanted until after the materials and services
20 had been delivered and the materials were installed. And
21 at that time he did pay \$200 towards those payments, but
22 he indicated that he no longer had the loan funds
23 available because of the situation where his uncle had
24 ruined his credit.

1 I find that the defendant was not proven guilty
2 beyond a reasonable doubt as to Count XIII.

3 With respect to Count XIV, that was for Lantz
4 Plumbing and Heating. In August of 2014, at a time when
5 there was still approximately \$30,000 available on the
6 loan balance, he entered into a contract with Lantz
7 Plumbing and Heating for approximately \$28,120. When he
8 was told that he needed to put 50 percent down, he talked
9 about the loan being the source of payments. He also
10 requested some additional work which brought the total
11 value of the work by Lantz Plumbing and Heating up to
12 approximately \$31,833.

13 Prior to beginning the installation of the
14 flooring -- or of the plumbing and heating materials,
15 sales reps from Lantz Plumbing and Heating came to the
16 site and met with the Village -- with two members from
17 the Village to discuss the scope of their work and
18 confirmed presumably that the loan was available for
19 those projects. No money was requested upfront by Lantz
20 Plumbing and Heating because specifically of the
21 availability of the micro-loan, even though at that time
22 between August the 14th and when the work was actually
23 done, the rest of the loan was depleted for other
24 projects which is demonstrated in the schedule created by

1 People's Exhibit 5 or 6.

2 Accordingly, I find the defendant guilty as to
3 Count XIV.

4 So judgment will entered in favor of the People
5 and against the defendant as to each of those counts
6 wherein I found the defendant guilty, and a not guilty
7 verdict and judgment in favor of the defendant will be
8 entered into with respect to Counts I, II, IV and XI
9 (sic). I've ordered Court Services to --

10 MR. FLETCHER: Your Honor --

11 THE COURT: I'm sorry. Mr. Fletcher?

12 MR. FLETCHER: -- I apologize. My notes
13 indicate it was not guilty to -- I apologize for
14 interrupting the Court.

15 THE COURT: That's okay.

16 MR. FLETCHER: It was not guilty as to Counts I
17 and II relating to Waters Electric?

18 THE COURT: Correct.

19 MR. FLETCHER: Not guilty relating to Phoenix
20 Insulation which would be Count IV?

21 THE COURT: Correct.

22 MR. FLETCHER: Not guilty as to Miracle Method
23 which would be Count XII, the bathtub delivery?

24 THE COURT: That is correct.

1 MR. FLETCHER: And then not guilty as to Custom
2 Flooring which would be Count XIII?

3 THE COURT: Right.

4 MR. FLETCHER: And then guilty as to the
5 remainder?

6 THE COURT: That is, that is correct.

7 MR. FLETCHER: Thank you, Your Honor.

8 THE COURT: We will order Court Services to
9 conduct a presentence investigation and prepare a
10 presentence report and make it available to the Court and
11 all counsel at least three days prior to the sentencing
12 hearing. I assume, Mr. Dedman or Ms. Kesler, you'll want
13 time to file a -- either a motion to reconsider or other
14 pleadings. How much time do you think you're going to
15 need for that.

16 MR. DEDMAN: If you set this out a month, we'll
17 have it on file by then.

18 THE COURT: All right. And how much time do you
19 think we'll need for a sentencing if in fact it's reached
20 at that date?

21 MR. FLETCHER: Your Honor, I would like the
22 chance to speak with some of the contractors. I would --
23 my estimate would be 40 minutes.

24 THE COURT: All right. Mr. Dedman, as far as

1 mitigation if sentencing is reached, how much additional
2 time do you think you might need?

3 MR. DEDMAN: We won't need anymore time than
4 that, 40 minutes will be fine for us, too.

5 THE COURT: All right. Does December the 1st at
6 3:00 work?

7 MR. FLETCHER: I'm available then, Your Honor.

8 MS. KESLER: I have a 1:30 in front of Olmstead.
9 It's a permanency hearing, but sometimes those go on the
10 crazy train to --

11 THE COURT: Okay.

12 MS. KESLER: I'm saying I just don't know what's
13 happening in the case.

14 THE COURT: All right. Well, we'll set it for
15 3:00, and I'll block the rest of the afternoon. That way
16 if you get delayed in --

17 MS. KESLER: Thank you.

18 THE COURT: -- Judge Olmstead's, we'll still --
19 we should still have time to finish that day.

20 MR. DEDMAN: 3:00?

21 THE COURT: 3:00, December 1st.

22 MS. KESLER: I'm just not a very good prediction
23 of how lives are going.

24 THE COURT: I understand. Those cases are -- a

1 permanency hearing could take ten minutes or ten hours.

2 MS. KESLER: Just don't know.

3 THE COURT: All right. Unless there's anything
4 else, we're in recess in this matter.

5 MR. DEDMAN: Just one thing, Your Honor. I've
6 learned this long ago from the Public Defender days,
7 that's beyond 30 days so could we have an extension of
8 time to December 1st to file a post-trial motion?

9 MR. FLETCHER: No objection, Your Honor.

10 THE COURT: Okay. All right. We'll show oral
11 motion for an extension of time beyond 30 days to file
12 post-trial motions. That motion is allowed without
13 objection.

14 (End of proceeding)

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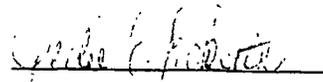
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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF REPORTER

I, Judie Roberts, CSR, RPR, License No. 084.004851 an Official Court Reporter for the Circuit Court of Champaign County, Sixth Judicial Circuit of Illinois, reported in machine shorthand the proceedings had on the hearing in the above-entitled cause and transcribed the same by Computer Aided Transcription, which I hereby certify to be a true and accurate transcript of the proceedings had before Circuit Judge Roger B. Webber.



Official Court Reporter

Dated this 19th day
of March, 2018

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E X H I B I T S

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1 THE COURT: Thank you, please be seated.
2 This is 16 CF 443, People vs. Chuck Duckworth. We'll
3 show the defendant appears in person, with counsel,
4 Jarrett, is it Anderson?

5 MR. ADAMS: Adams.

6 THE COURT: Adams, I'm sorry.

7 MR. ADAMS: No problem, Judge.

8 THE COURT: And your co-counsel is?

9 MS. HUNTER: Shavonna Hunter.

10 THE COURT: All right. And the People are
11 present by Mr. Fletcher. We're here on the defendant's
12 post-trial motions for new trial, and if those are
13 denied, for sentencing if it's reached. Mr. Adams, on
14 your motion, how do you want to proceed? Mr. Fletcher?

15 MR. FLETCHER: Your Honor, I apologize for
16 interrupting the court. There was one issue I would
17 like to take up at the front end, because I think -- I
18 suspect it's uncontested. As an officer of the court I
19 had made known that I believe that convictions on three,
20 five, seven, ten, and eleven, if entered, should be
21 Class A misdemeanors rather than felonies. The statute
22 at issue is not a model of clarity, but I -- I think
23 those should be Class A misdemeanors. The remaining
24 counts six, eight, nine and 14, would remain felonies as

1 charged.

2 THE COURT: All right. So the three that
3 you said are -- or the ones you said you believe are
4 class A's are three --

5 MR. FLETCHER: Three, five, seven, ten, and
6 eleven the ones charging theft of services.

7 THE COURT: Okay. And six, eight, nine, and
8 14 are all felonies?

9 MR. FLETCHER: Yes, your Honor.

10 THE COURT: All right. Any objection to
11 that, Mr. Adams?

12 MR. ADAMS: No, your Honor.

13 THE COURT: Okay.

14 MR. ADAMS: I -- also, your Honor, Attorney
15 Hunter has her appearance.

16 THE COURT: All right.

17 MR. ADAMS: I just want it for the record.
18 May I approach?

19 THE COURT: You may, certainly, thank you.

20 MR. ADAMS: Thanks.

21 THE COURT: We'll show the written entry of
22 appearance of Attorney Shavonna Hunter is placed on file
23 this date as well. All right. Mr. Adams, with respect
24 to your motion for a new trial?

1 MR. ADAMS: Yes.

2 THE COURT: Go ahead.

3 MR. ADAMS: May I proceed? Your Honor, I --
4 I provided the court with a -- a copy of the -- the case
5 law that I felt supported Mr. Duckworth's motion for
6 there -- there not being a sufficient evidence to -- to
7 show that he had no intent. And I believe that -- and
8 specifically in this situation, the outcome cannot be
9 inferred as evidence of his intent.

10 Now make no mistakes about it, before I go
11 on I want to say that each and every contractor in this
12 case should be made whole. That there's -- there's no
13 doubt about that. But charges like these don't normally
14 come to a criminal matter, especially where again, the
15 intent is not there. And -- and I know your Honor had
16 the trial before him, so I am rehashing for -- for just
17 purposes of -- of how I got here.

18 Mr. Duckworth obtained this building, he
19 obtained a micro-loan. He knew that that micro-loan
20 wasn't going to be enough to get all the work done. So
21 he again went to the same well that was plentiful to
22 him, which was his family. Mr. Duckworth didn't just
23 have this building by chance. This is something that he
24 had made a business out of. He was in the business of

1 remodeling homes. He had done this before. He was
2 successful in at his last two ventures in doing so. And
3 in those two ventures he got the support of his mother,
4 of his grandmother to help him get through.

5 He made the decision of -- of doing this
6 project again, and he again was a given -- given this
7 -- this -- this -- this affirmation by his family that
8 they were going to help. It was even a part of the
9 record as well, your Honor. They submitted letters
10 showing, you know, telling your Honor that they told
11 Chuck to complete the project, they would give him money
12 as they have done in the past, and those were his
13 intents. There's no way Mr. Duckworth goes into this
14 and says you know what? I'm going to have all these
15 guys come in here and do this work, and then you know
16 what? I'm going to file for bankruptcy, ruin my credit,
17 and possibly go to jail. There's no way he came up with
18 a plan like that.

19 Now the -- the -- the bankruptcy and how
20 this led up to this makes perfect -- perfect sense.
21 Those contractors were pissed. They deserve to be.
22 They wanted their money. They felt like they did a job
23 and they did not get paid, and it wasn't their fault
24 that Mr. Duckworth ran out of money and -- and didn't

1 have the means in which to pay them. So what they did
2 was, they came after Mr. Duckworth, a lawsuit was filed
3 on Mr. Duckworth, so it left him in a position where he
4 had no other choice but to file bankruptcy. And also
5 I'm -- I'm -- I remind you, one of the -- the --
6 the -- one of the contractors, I believe Mr. Davis, was
7 quoted, I believe it was in -- in the news, or a
8 newspaper or something, as saying that he didn't want a
9 payment plan. He wanted all of his money. So there --
10 there again lies the support of where Mr. Duckworth's
11 intent was. He made a bad, horrible business decision,
12 but he did not go so into this thing trying to deprive
13 these men of their work. And what is he doing
14 with the house? He can't pick it up and leave.

15 And so that -- this is why I believe that in
16 this case, it was handled in a civil matter, and it
17 should have stayed there. There should have been liens
18 placed on the property so Mr. Duckworth wouldn't have
19 been able to -- to sell it without those liens being
20 extinguished. But there is no way in the world that
21 this statute was intended for a case like this where
22 now, you think they aren't paid now, if he goes to jail
23 and has a felony, he can't get work now, how on earth is
24 he ever going to pay this restitution?

1 This, your Honor, I -- I ask -- I ask that
2 your Honor strongly consider granting Mr. -- Mr.
3 Duckworth a new trial. I believe that there were some
4 things that could have been presented in a lot better
5 fashion at his -- at his trial, that could have showed
6 the court the time line of events of what took place,
7 and why it was that Mr. Duckworth was unable to pay.
8 But he never, ever, begin this project with the
9 intention to say, I'm going to get work done, and I'm
10 going to file bankruptcy. That bankruptcy was a result
11 of him being sued. And with that, your Honor, I'll --
12 I'll save a couple of minutes if -- if your Honor
13 will --

14 THE COURT: I'll give you rebuttal.

15 MR. ADAMS: -- so thank you.

16 THE COURT: Okay. Mr. Fletcher?

17 MR. FLETCHER: Your Honor, first there was a
18 claim in the original motion for post-trial as to
19 whether the bankruptcy was a complete legal bar to this
20 proceeding. If the court -- I -- I don't know if
21 that's adopted into defendant's argument. If so I
22 would --

23 MR. ADAMS: Please, your Honor.

24 MR. FLETCHER: -- I would address that. I

1 don't believe that -- I think the Mitchell and American
2 Cyanamid cases make it clear that the bankruptcy is not
3 a -- a bar to this, to this prosecution. There's no
4 claim preclusion here because the State was not a party
5 to the bankruptcy. There's no federal preemption here
6 because -- because it's clearly consistent with the
7 policies of the federal bankruptcy law that -- that
8 people be held accountable for their criminal conduct.

9 I'd be happy to answer -- that's probably
10 the most legally convoluted part of this case, and I'd
11 be happy to answer any questions the court has about
12 that issue specifically.

13 I think the heart of defendant's argument,
14 post-trial, is the sufficiency of the evidence argument.
15 And -- and in -- in one sense I think defendant
16 understates his case. If the State had not proven the
17 defendant guilty beyond a reasonable doubt he's not
18 entitled to a new trial, he's entitled to an acquittal.
19 I think the State has established beyond a reasonable
20 doubt that he is in fact -- he is in fact guilty. The
21 defendant analogizes this case to Reich and Rolston, and
22 cases where the mere -- a mere failure to make payment
23 or to complete a contract did not amount to evidence of
24 intent to deceive. I submit to the court that the case

1 we have before it now is very different from those
2 cases, because there is a clear record throughout --
3 throughout the -- that the defendant had an intent to
4 deceive.

5 According to the bank personnel, the
6 defendant was updated about the balances of his loan
7 fund when a payment was made. He was told -- he told
8 New Age Home Improvement on December 18th, 2014 that he
9 had no money to give them, and then a few weeks later he
10 entered into a new contract for marble contact --
11 countertops from the same loan fund for roughly 8,000
12 dollars.

13 On November 4th, 2014, he had outstanding
14 balances of roughly 22,000 to Waters Electric. He had
15 only about 2800 dollars in the loan fund, and yet he
16 continued to enter contracts after contract. After he
17 told New Age that he had no money to pay them he then,
18 in January, 2015, entered a contract with Mr. Davis,
19 telling him that he had 31,000 dollars set aside for
20 floor work. And then on May 19th, 2015, after the
21 defendant told Danny Davis that he had no credit because
22 a family member had stolen his identity, after that he
23 enters further contracts, in -- including a contract
24 with Servpro. On February 19th, 2015, the defendant

1 told Victor Treat that the Village of Rantoul needed
2 more work done before the bill could process.

3 This is an outright lie. The Village of
4 Rantoul never required additional work to be done.
5 Mr. -- the record's clear that Mr. Davis [sic] told
6 contractor after contractor that they needed
7 inspections, which the Village never required. This is
8 not a situation -- this interest was present in the
9 cases cited by the defendant where someone just got in
10 over their head. This is a case where the defendant
11 knowingly led contractor after contractor along.

12 The defendant now claims that he had
13 expected to receive money from family members, and
14 that's how he was going to make all the contractors
15 whole. The problem with that is, none of the
16 contractors were told that, and the defendant's only
17 evidence of this is a letter that he authenticated
18 himself, through his own testimony. His account of this
19 family member payment varies from time to time. And at
20 one point, I believe in the bankruptcy proceeding, he
21 said it was a bond. Then he said it was an insurance
22 payment. This -- then I believe there was an account
23 that this was just something that was held up in probate
24 for years on end, without any active involvement from

1 him to move it forward.

2 Even if the defendant had a subjective
3 belief that he was going to get money, the contractors
4 never had that -- from his family, the contractors
5 never had that belief. They were still misled. They
6 were still told that they were receiving money from the
7 loan fund. And contractor after contractor told this
8 court that they would not have entered into those
9 agreements, had the defendant not told them that lie.

10 I -- I submit to the court that the
11 evidence that -- that's been suggested is as -- that
12 the evidence is a lot more clear than the defendant
13 suggests. The evidence clearly establishes beyond a
14 reasonable doubt that the defendant had the intent at
15 the time he entered these contracts. The numbers alone
16 suggest that. By my count the restitution on the counts
17 for which he is convicted is roughly 95,000 dollars.
18 95,000 in payments on a loan fund of 50,000 dollars.
19 That's completely ignoring all the other contractors who
20 were told they would be paid from this loan fund. This
21 is different in kind from the kind of conduct at issue
22 in the cases cried by the defendant, and I'd ask the
23 court to find -- to -- to so hold, and to find that the
24 State has proven its case beyond a reasonable doubt.

1 I'd be happy to answer any questions the court has.

2 THE COURT: Thank you, Mr. Fletcher. Mr.
3 Adams, rebuttal.

4 MR. ADAMS: Your Honor, absolutely nothing
5 was in writing at all, nothing. And these are
6 contractors, these are businessmen, and nothing at all
7 was in writing saying that they were going to be paid
8 from a micro-loan. Not only that, the micro-loan was
9 public record. Either one of them could have called to
10 verify the funds at any given moment. Not only that,
11 the work of one of the contractors was a proposal of
12 30,000 dollars. Now that's -- this building was a
13 complete, total job. Anyone going into this had to have
14 some type of idea that not everybody was going to be
15 paid out of this 50,000 dollars.

16 I also further that and say this, it didn't
17 matter where they got paid from, as long as they got
18 paid. So whether Mr. Duckworth's money came through
19 from his family, and at the end of it all he was able to
20 pay them, you think they would be here now, mad, because
21 they didn't get paid out of a micro-loan, or they got
22 paid from the family? That's not intent. He attempted
23 to set up a payment plan with Mr. Davis. That defeats
24 intent.

1 MR. FLETCHER: Objection, your Honor,
2 there's no -- I don't believe there's any evidence of
3 that at trial.

4 MR. ADAMS: Your Honor, if need be, your
5 Honor --

6 THE COURT: That -- that objection will be
7 overruled.

8 MR. ADAMS: Thank you. Because I will -- I
9 will -- I will ask for a recess to go pull up this, this
10 article where Mr. Davis is talking to the media and --
11 and -- and I think it was a news station, and he was
12 saying that he wanted all his money. Mr. Duckworth
13 attempted to -- to -- to prevent --

14 THE COURT: Well, Mr. Adams, whether there's
15 one of the named victims made comments to the newspaper
16 doesn't matter. If there was not evidence presented in
17 the trial, it's not something I'm going to consider
18 anyway.

19 MR. ADAMS: I -- I --

20 THE COURT: But go ahead with your argument.

21 MR. ADAMS: -- I -- I do understand that,
22 your Honor, and I -- I don't want to overstate what the
23 record says. But I do -- I do believe that the record
24 did -- did mention that Mr. Duckworth tried to resolve

1 these -- these payment issues well before there was --
2 there was a bankruptcy proceeding. So I'll just --
3 I'll just go that far, and not overstate what's in the
4 record.

5 Mr. Duckworth attempted to -- to avoid the
6 outcome of what happened in this case. If -- if there
7 was some sort of payment agreement or payment
8 arrangement, that was an option. That -- that was an
9 option before -- before all of this came down. So now
10 that the outcome is okay, he has no choice, he files for
11 bankruptcy. You know, now -- now it does look like,
12 you know, that these were his intentions, but he was
13 forced into doing so, and he was never given an
14 opportunity to make these contractors whole at all.

15 The -- I again will say, your Honor, this
16 case should have remained what it was from the
17 beginning. He should have had liens placed on his
18 property. He should have went into -- had -- had his
19 -- his income taxes and wages garnished and all of
20 that. But he should not be going to jail, or facing
21 jail time as if these were his intentions, because they
22 simply were not, and it's not supported by the record.

23 And I'll also say this, your Honor. I most
24 certainly am correct in asking that this motion for a

1 new trial grant a new trial before it can be dismissed
2 for lack of sufficiency of evidence. I just wanted to
3 say that. Thank you, your Honor.

4 THE COURT: All right, thank you. We'll
5 show arguments heard on the motion and supplemental
6 motion for new trial. Mr. Adams, I know you weren't the
7 attorney of record at the time when I announced the
8 verdict, but I went into a very detailed oral
9 explanation of my reasoning as to why I found Mr.
10 Duckworth guilty on the counts that I found him guilty
11 on, and not guilty on approximately five other counts.

12 The case law that's been referred to me by
13 both parties, both counsel have provided me with
14 citations to cases earlier today, and I do want to
15 comment on one of the cases -- well, all of the cases
16 seem to say that it's required to prove specific intent
17 to defraud. One case says evidence of specific intent
18 is rare -- direct evidence of specific intent is rarely
19 available, therefore circumstantial evidence may be
20 sufficient. However, it also points out that the mere
21 fact of the results, the outcome is not enough. The
22 fact that somebody wasn't paid, for example, is not
23 necessarily enough. But it does say that it is a
24 question of fact which may be established by

1 circumstantial evidence.

2 One of the things that I think I mentioned,
3 and maybe I didn't talk about it in detail at the
4 original ruling, at least one of the contractors
5 testified that he started his work without a down
6 payment, because he had done work with Mr. Duckworth
7 before, and although he was sometimes a slow pay, he
8 always eventually got paid. I found him not guilty on
9 the count related to that contractor, because I did
10 not -- could not find that he had relied on any
11 statements about the micro-loan. There were other --
12 other contractors where the situation was completely
13 different. Many of them were never told anything at
14 all, according to their testimony, about any other funds
15 other than the micro-loan.

16 Good Vibes, for example, came and installed
17 a lot of stereo and electronic equipment, and wired the
18 upper part of this building, and when they found out
19 that Mr. Duckworth was going to be unable to pay him,
20 they tried to work out an attempt to come back and just
21 retrieve their equipment. And Mr. Duckworth originally
22 said he would meet with them and allow that to happen,
23 but he wasn't there when they showed up, and he became
24 non-communicative later when they kept persisting in

1 trying to retrieve their speakers and other electronic
2 equipment.

3 That was just one of the circumstantial
4 facts that I looked at in finding that the State had met
5 their burden of proof. There's nothing new in the
6 motion, essentially it's the same argument that he had
7 good intentions, he got in over his head, made some bad
8 business decisions and then now here's where we are.
9 That's essentially the same argument that was made at
10 trial, and I rejected it then, and I reject it now.

11 So the motion for a new trial or acquittal
12 notwithstanding the prior verdict will be denied. I
13 believe the State did prove by -- beyond a reasonable
14 doubt all of the elements necessary for the conviction.

15 Moving on to the sentencing aspect, have you
16 each received a copy of the presentence report which was
17 originally prepared November 28th of last year?

18 MR. FLETCHER: I did, your Honor. I do have
19 a few corrections to it I would suggest.

20 THE COURT: All right.

21 MR. FLETCHER: First would be changing the
22 name of the listed defense attorney, obviously that has
23 changed. And -- and then second, consistent with my
24 motion of a few minutes ago, I would ask that the

1 convictions on counts three, five, seven, ten and 11 be
2 listed as class A misdemeanors. I have no other
3 corrections.

4 THE COURT: All right. Mr. Adams, I assume
5 no objections to those correction.

6 MR. ADAMS: No, not at all. We spoke about
7 that before court.

8 THE COURT: All right. Then I'm changing
9 the name of the defense attorney on the face of the
10 presentence report in the file. And on counts three,
11 five, seven, ten, and 11 I am changing the
12 classification of the offense to a Class A misdemeanor.
13 And Mr. Fletcher, I believe you said that's all the
14 corrections you have?

15 MR. FLETCHER: Yes, your Honor.

16 THE COURT: Mr. Adams, any errors or
17 omissions you wish to bring to my attention on behalf of
18 Mr. Duckworth?

19 MR. ADAMS: No, no, your Honor, not -- not
20 concerning the -- you know, the -- the charges and
21 stuff like that, but I do know this -- this -- the --
22 the felony charges, they -- they remain the same, the
23 convictions for the felonies, right?

24 THE COURT: Correct. So counts, as I'm

1 looking at them, it looks like six, eight, nine -- six,
2 eight, nine, and 14 are still class three felonies.

3 MR. ADAMS: Okay.

4 MR. FLETCHER: Your -- Your Honor, I
5 apologize. I believe that count -- count 14 is a class
6 two felony.

7 THE COURT: Okay. And that -- and that is
8 the way it's reflected on the PSI. All right, yeah. So
9 that the other counts that I did not amend to reflect
10 misdemeanors remain a classification of offenses listed
11 on the front couple of pages of the PSI?

12 MR. ADAMS: Mm-hmm.

13 THE COURT: All right. But no other
14 corrections, nothing in the background part of the --

15 MR. ADAMS: None, your Honor.

16 THE COURT: Any evidence in aggravation, Mr.
17 Fletcher?

18 MR. FLETCHER: Yes, your Honor. I would
19 call Mr. Davis.

20 THE COURT: Sir, come on up and face my
21 clerk, raise your right hand and be sworn.

22 [WITNESS SWORN.]

23 THE CLERK: Have a seat in the witness chair
24 over there by the microphone, please.

1 Q. And it lists a sum owed to you of -- owed to
2 Davis floor sanding of 20,195 dollars; is that correct?

3 A. Yes, sir.

4 Q. Okay. And does that reflect the -- the unpaid
5 bill from Mr. Davis that you testified at trial in this
6 matter.

7 A. Mr. Duckworth, you mean?

8 Q. I'm sorry, Mr. Duckworth.

9 A. Yes, sir.

10 Q. How big is your business?

11 A. Well, right now it's me and my son as a partner.
12 I have no employees.

13 Q. At the time of your contract with Mr. Duckworth,
14 how big was your business?

15 A. Two employees.

16 Q. Okay. Now of that sum of 20,195 dollars, you
17 would have -- what costs would you normally have to pay
18 from that?

19 A. My cost on that with the labor and materials is
20 around 16,000.

21 Q. So roughly four to five thousand of that would
22 have been profit, correct?

23 A. Yes.

24 Q. Okay. Now of your costs, how much of that would

1 to pay back -- you would have to pay those sums
2 regardless of whether Mr. Duckworth made payments; is
3 that correct?

4 A. I did. I paid 16,000. I took a home equity loan
5 out.

6 Q. And have you paid that home equity loan back?

7 A. Not completely.

8 Q. Okay. And just to be clear, to pay back your
9 costs in this matter you would have to earn that money
10 back from profits on other jobs; is that correct?

11 A. Yes, sir.

12 Q. How long would it normally take you to -- to earn
13 15 to 16,000 dollars?

14 A. Probably about four months.

15 Q. And even that would not pay you for your time; is
16 that correct?

17 A. Oh, no, no.

18 Q. Okay. Now when this came to light were you made
19 aware of allegations made to the attorney general's
20 office?

21 A. Say that again? I'm sorry?

22 Q. When this -- when -- were you aware of
23 allegations Mr. Duckworth made to the attorney general's
24 office?

1 A. Yes, I was.

2 Q. And what allegation were you made aware of?

3 A. Well, I was made aware -- I got a letter from the
4 attorney general's office that he had filed a complaint
5 stating that I overcharged him 10,000, I believe. Said
6 that I did 10,000 dollars damage to the floors, and that
7 my men showed up every day and did nothing but sit
8 around and smoke dope, and laughed at him when he'd ask
9 them to leave.

10 Q. Are you aware of any factual basis for these
11 claims?

12 A. Absolutely not.

13 Q. And prior to that what had been your last contact
14 with Mr. Duckworth?

15 A. It would have been through a text message.

16 Q. And as of that text message did he appear to be
17 happy with your work?

18 A. Oh, very happy. He was going to tell all of his
19 friends about us, and he complimented me on the job the
20 guys did, and said the guys, he really liked them, that
21 they was the kind of guys he'd like to hang out with.
22 And I just thought everything was fine.

23 Q. What happened after you received that text
24 message, and before you got the letter from the attorney

1 general's office?

2 A. Nothing.

3 Q. Okay. Had you made any public statements about
4 Mr. Duckworth in that period?

5 A. Oh, the news did contact me about what was going
6 on. And I did a little new clip, and it was basically
7 to tell my side of the story, and to stop any further --
8 any -- further stopping the other contractors from being
9 scammed of what I thought was happening. And I did have
10 a couple call me after that, or at least one that I can
11 recall that said he was trying to hire them to do
12 painting.

13 Q. You -- you took this work for Mr. Duckworth with
14 no money down; is that correct?

15 A. No money down.

16 Q. And was that in part because of the Village loan
17 fund?

18 A. Yes.

19 Q. Would this experience make you more wary of doing
20 contract for developers supported by other government
21 loan programs in the future?

22 A. No. I was just told that he had a loan from the
23 bank, and when I saw the other work, the plans and all
24 the other guys in there working, I -- I felt like it was

1 legit. I didn't know how much the loan was for, but he
2 told me he had 31,000 set back for the floor work.

3 Q. With the benefit of this experience, would you be
4 less likely to enter into similar contracts with people
5 supported by --

6 A. Oh, absolutely.

7 Q. I'm sorry. Let me get my question out on the
8 record.

9 A. I'm sorry.

10 Q. Based on this experience would you be less likely
11 to enter into other contracts with developers supported
12 by a Village loan funds in the future?

13 A. Without the Village loan officer or somebody
14 giving me some paperwork, yes, I would not enter into
15 it.

16 MR. FLETCHER: I have no further questions
17 for this witness, your Honor.

18 THE COURT: Mr. Adams, cross?

19 MR. ADAMS: I -- I do.

20 CROSS-EXAMINATION

21 BY MR. ADAMS:

22 Q. Mr. Davis, how long have you been in business
23 again?

24 A. I've been in business 41 years, sir.

1 Q. So during those 41 years have you ever had any
2 unsatisfied customers?

3 A. No, I can honestly say I probably have not.

4 Q. There's no --

5 A. My main business is all word of mouth.

6 Q. So --

7 A. You're always going to have one or two that want
8 to nitpick something that amounts to nothing. But no,
9 I've never had no -- in fact, everybody that calls me
10 says, we're calling you because your name is out there,
11 and we're noted to be the best in the area.

12 Q. And did Mr. Duckworth make you aware of any
13 unhappiness with the work?

14 A. No.

15 Q. Thank you.

16 A. In fact I got -- I got text messages saying how
17 pleased he was. He -- he told me when the job's
18 completed, these floors look exactly, and feel exactly
19 the way I wanted them.

20 Q. Do you normally start work before there is a
21 written agreement or any type of invoice?

22 A. Sir, for 41 years all my work has been on a man's
23 word and a handshake. I don't use contracts.

24 Q. Okay.

1 A. I did have him to sign the second estimate,
2 because I gave him a low estimate of 15,000, and things
3 changed. I hadn't heard from him for three or
4 three-and-a-half months. I went back in, told him,
5 well, let's go back and go back over it. And I wrote
6 him a new estimate after discussing the work with him,
7 and I told him, I said, well, it's going to be almost
8 21,000 dollars.

9 Q. Mm-hmm.

10 A. He said no problem, I got 31,000 set aside. That
11 was the end of it.

12 Q. So do you recall when you -- when -- when you --
13 when you had a conversation with the media, do you
14 recall saying that you weren't accepting any -- you
15 wanted all your money?

16 A. No, I don't really recall that. I recall Chuck
17 saying well, couldn't we work out some kind of a plan,
18 maybe, at 500 dollars a month or so something? I said
19 Chuck, that's not going to pay my guys, that's not going
20 to help me. I need my money.

21 Q. All right.

22 A. That's where it was at.

23 Q. Would you -- would -- would you have mind if you
24 were paid out of this pot or that pot, did that

1 influence your --

2 A. I wouldn't care where it came from, but he signed
3 the note telling me -- he signed the estimate saying the
4 payment would be in full in ten days after we completed
5 it.

6 MR. ADAMS: No further questions, your
7 Honor.

8 THE COURT: Any redirect?

9 THE WITNESS: I've got a copy of it.

10 MR. FLETCHER: No, your Honor, thank you.

11 THE COURT: Thank you, sir, you may step
12 down.

13 THE WITNESS: Thank you.

14 [WITNESS EXCUSED.]

15 THE COURT: Further evidence?

16 MR. FLETCHER: Your Honor, I would call
17 Steve Suderman.

18 [WITNESS SWORN.]

19 THE CLERK: Have a seat in the witness
20 chair, please.

21 STEVE SUDERMAN,
22 Called as a witness by the People, being first duly
23 sworn, was examined and testified as follows:

24 DIRECT EXAMINATION

1 BY MR. FLETCHER:
2 Q. Sir, please state your name?
3 A. Steve Suderman.
4 Q. And you're the same Steve Suderman who testified
5 at trial in this matter; is that correct?
6 A. Yes.
7 Q. And you are the owner of Good Vibes; is that
8 correct?
9 A. Majority stockholder, owner, yes.
10 Q. And how long have you owned that business?
11 A. Since 1971.
12 Q. You testified at trial -- you testified at trial
13 in this matter that -- that -- excuse me, that -- that
14 you had entered into -- that your business had entered
15 into a contract with Charles Duckworth; is that correct?
16 A. Yes.
17 Q. Okay. And is it your understanding that the
18 total loss from the unpaid bill from that contract was
19 \$6964.95?
20 A. That's exactly right.
21 Q. Okay. How big is your business?
22 THE COURT: Could you repeat that amount,
23 Mr. Fletcher 69 --
24 MR. FLETCHER: 6964.95.

1 THE COURT: Thank you.

2 MR. FLETCHER: Your Honor, if I may, I --
3 I'd tendered a proposed restitution judgment based on
4 the trial exhibits. I'd give that to the court for its
5 reference.

6 THE COURT: Okay.

7 MR. FLETCHER: Defense counsel already has a
8 copy of it.

9 MR. ADAMS: I do, your Honor.

10 THE COURT: Thank you.

11 Q. How big is Good Vibes?

12 A. You mean our volume?

13 Q. How -- how -- yeah, how -- how much volume do
14 you, do you do in a year?

15 A. Approximately a million dollars of retail sales.

16 Q. That's approximately a million dollars in sales.
17 How much of that is profit?

18 A. Darned little. We -- it's -- I don't mean to be
19 flip. It's -- margins are very, very thin in the retail
20 business of consumer electronics.

21 Q. And who are your competitors?

22 A. Best Buy, Amazon, many of the other local guys.

23 Q. How many employees do you have in your business?

24 A. Ten.

1 Q. Okay. Is a loss of \$6,964.95 a significant loss?
2 A. Yes.
3 Q. How so?
4 A. That could be ten percent of the sales for a -- a
5 month, for an okay month, and that would be the
6 difference between losing and -- and winning. Some
7 months we don't make money, some months we do. But it
8 would take a good -- a good piece of a year to make
9 that back.
10 Q. This loss occurred in 2014 and 2015; is that
11 correct?
12 A. 2015, yes.
13 Q. Okay. Was that a good year or a bad year for
14 your business?
15 A. That was not a good year.
16 Q. Okay. In fact, did you have to make layoffs that
17 year?
18 A. Yes.
19 Q. Now to be fair to the defendant, you did not have
20 to make any layoffs that you can ascribe specifically to
21 this loss; is that correct?
22 A. No, correct.
23 Q. Is it fair to say that this loss made a bad
24 situation worse?

1 A. Absolutely.

2 Q. Okay. Would this experience make your business
3 less likely to enter into contracts with other
4 developers supported by Village loan funds such as this?

5 A. I would want to see more documentation.

6 Q. Is it fair to say that you would scrutinize such
7 agreements --

8 A. Yes.

9 Q. -- more carefully in the future?

10 A. As it was, we made phone calls to the -- to the
11 bank to verify that the loan was there.

12 Q. Are you -- did you become aware of any
13 transactions involving this contract that occurred after
14 the conviction -- after the trial in this matter?

15 A. Are you asking about the sale of the property of
16 our --

17 Q. Yeah, and I'm -- I'm asking the question poorly.
18 Let me withdraw the question and try it again. Did you
19 become aware of -- of a transaction involving equipment
20 sold -- previously sold by your business that occurred
21 around December of 2017?

22 A. Yes, I can't be specific about the time, but it
23 was after the trial.

24 Q. Okay. And how did you become aware of that?

1 A. One of our staff saw it on a Facebook garage sale
2 site that was linked to Mr. Duckworth.

3 Q. Okay. This would have been Mr. Duckworth's
4 Facebook site; is that correct?

5 A. Well, the -- the garage sale site is a -- is a
6 public site, but it was linked through his.

7 MR. ADAMS: Your Honor, I'm -- I'm going to
8 object to this because he -- he is stating what someone
9 else told him. We don't know what -- you know, if he --
10 if he got that wrong, we don't know if any of this is
11 true. But if this is going to be introduced as -- as
12 being an aggravating circumstance, we would like to know
13 it's -- it's true.

14 THE WITNESS: I would --

15 THE COURT: So your objection is hearsay?

16 MR. ADAMS: Yes.

17 THE COURT: Overruled.

18 Q. Okay.

19 A. The individual is an employee who's worked for us
20 for over 30 years.

21 Q. Okay.

22 A. So his --

23 Q. Did you personally have a chance to view this web
24 site?

1 A. Yes.

2 Q. Okay. Did you identify the property as yours?

3 A. As I recall it was a one of the televisions we
4 sold him, and the -- and the receiver.

5 Q. Were you able to relate that to specific property
6 that had previously been sold --

7 A. Yes.

8 Q. -- by your business to Mr. Duckworth?

9 A. Yes.

10 Q. And again, that was on -- on a site linked to Mr.
11 Duckworth's Facebook page?

12 A. Yes.

13 Q. And did it -- did it appear that the property
14 was being resold at that point?

15 A. Yes.

16 Q. Okay. And as of that point had you been given
17 any payment for the -- for the --

18 A. We -- we've never received any payment.

19 MR. FLETCHER: I have no further questions
20 for this witness, your Honor.

21 THE COURT: Cross.

22 MR. ADAMS: Yes, your Honor.

23 CROSS-EXAMINATION

24 BY MR. ADAMS:

1 Q. What -- what did you -- what did you install in
2 Mr. Duckworth's place?

3 A. On more than one occasion. On the first occasion
4 we put in roughly a dozen speakers.

5 Q. Mm-hmm.

6 A. That was in January of 2015. We went back the
7 following month, February and March, and put in the
8 electronics to run that.

9 Q. Okay.

10 THE COURT: Put in what to run that? I'm
11 sorry.

12 THE WITNESS: The electronics, the receiver
13 and --

14 THE COURT: Okay.

15 Q. And what -- what brands are we talking about?

16 A. The receiver was Onkyo, the subwoofer was
17 Klipsch, the TV was LG, the speakers that were mounted
18 were Klipsch.

19 Q. Mm-hmm.

20 A. There's some other accessories, wall mounts,
21 and --

22 Q. Okay. And these items that you installed, were
23 they the only make and model, that was it, they stopped
24 making these after that point, the LG TV, the Onkyo

1 receiver, they only made one of these?

2 A. No, of course not.

3 Q. Right. So you don't know what property was
4 allegedly being sold on Facebook, or wherever it is that
5 you said that your employee told you he saw?

6 A. Well, the models matched. We only sold him one
7 of --

8 Q. Sir, did you look at any serial numbers to -- to
9 check to make sure?

10 A. No, the serial numbers were not listed on the
11 garage site.

12 Q. Okay. So again I'll go back and ask one more
13 time just for clarification, you do not know for sure --

14 A. For sure.

15 Q. -- that that is your property that you installed
16 in Mr. Duckworth's property? You can't answer that for
17 sure, can you?

18 A. But -- but I would bet my next paycheck on it.

19 Q. Yes or no, you can't answer that, can you?

20 A. I cannot answer that.

21 MR. ADAMS: No further questions, your
22 Honor.

23 THE COURT: Any redirect, Mr. Fletcher?

24 MR. FLETCHER: No, thank you, your Honor.

1 THE COURT: Thank you, sir, you may step
2 down.

3 THE WITNESS: Thank you.

4 [WITNESS EXCUSED.]

5 MR. FLETCHER: Your Honor, I'd call Wesley
6 Ifft.

7 WESLEY IFFT,
8 Called as a witness by the People, being first duly
9 sworn, was examined and testified as follows:

10 DIRECT EXAMINATION

11 BY MR. FLETCHER:

12 Q. Sir, please state your name?

13 A. Wesley Ifft.

14 Q. And please spell your last name for the record?

15 A. I F F T.

16 Q. And what do you do for a living?

17 A. Manage a section of Lanz Heating and Cooling.

18 Q. And what is your role there?

19 A. Manager of sales consultants, installs, design
20 jobs, size equipment, customer satisfaction.

21 Q. And --

22 A. Financials.

23 Q. I'm sorry, I didn't mean to cut you off.

24 A. And financials for all.

1 Q. Okay. Now Lanz Heating and Cooling is a
2 relatively large business; is that correct?

3 A. Correct.

4 Q. How many people were employed by Lanz in -- in
5 total?

6 A. About 85 right now.

7 Q. How many people are employed by your specific
8 division of Lanz?

9 A. At this current time, about twelve.

10 Q. Okay, and what -- what's the primary focus of
11 your division?

12 A. Residential add-on and replacement.

13 Q. Okay? And that would be the -- the division
14 that's specifically responsible for the work that was
15 done on the building owned by Mr. Duckworth in Rantoul
16 in -- in Rantoul; is that correct?

17 A. Yes, sir.

18 Q. Okay. Were you working for Lanz at that time --
19 at the time those contracts were entered into?

20 A. Yes, sir.

21 Q. Now this contract was for 31,833 dollars; is that
22 correct?

23 A. Correct. There was two different -- there was a
24 plumbing contract and an HVAC contract.

1 Q. Is it a large contract relative to the other
2 contracts done by your division?

3 A. Yes, sir.

4 Q. What's the typical size of a contract done by
5 your division?

6 A. Seven to ten thousand dollars.

7 Q. Okay. And you have to account to Lanz Heating
8 and Cooling on a division-by-division basis for your
9 profits; is that correct?

10 A. Correct.

11 Q. And -- and is part of your pay determined by the
12 profits of your specific division?

13 A. Yes, sir.

14 Q. So if your division takes a loss, you personally
15 take a loss; is that correct?

16 A. Correct.

17 Q. Of that 31,833 dollars, has any of that been paid
18 to date?

19 A. No.

20 Q. I'm sorry?

21 A. No, sir.

22 Q. Okay. And approximately how long would it take
23 your division to make up a loss of that size?

24 A. At that time it would take us seven to eight

1 months.

2 Q. Okay. And -- and that would represent a pay cut
3 to you personally for that seven- to eight-month period?

4 A. Yes, sir.

5 Q. Okay. Would this experience change the way your
6 division would approach a contract with others who --
7 other developers who sought subsidies through a Village
8 loan program?

9 A. Yes, sir.

10 Q. How so?

11 A. There would be a lot further in-depth
12 investigation into the funds backing it, more contracts,
13 money down, yes.

14 Q. Is it fair to say that a developer seeking to --
15 to -- to get work on credit through this Village loan
16 program would have a harder time doing that today than
17 he would at the time you entered into this contract?

18 A. With me, absolutely.

19 MR. FLETCHER: I have no further questions
20 for this witness, your Honor.

21 THE COURT: Cross-examination, Mr. Adams?

22 CROSS-EXAMINATION

23 BY MR. ADAMS:

24 Q. Had you -- had you ever received or -- or had.

1 Mr. Duckworth ever informed you of another form of
2 payment?

3 A. Another form of payment being.

4 Q. Being an inheritance, or a bank account, or
5 anything like that?

6 A. Not me personally, no.

7 Q. Okay. But you can't say for sure whether or not
8 another one of your colleagues were told about being
9 paid from an inheritance, or a bank account, or
10 something like that?

11 MR. FLETCHER: Objection, foundation, and at
12 this point, relevance.

13 THE COURT: Could you rephrase? I'll
14 sustain the objection. Will you rephrase?

15 Q. So how long was the project that you guys did?

16 A. Probably a couple of months, beginning to end. I
17 don't remember exactly.

18 Q. Did you do any of the work personally?

19 A. I did the design work --

20 Q. Okay.

21 A. -- and layout on it.

22 Q. Were you involved with any talks about payment at
23 all?

24 A. Yes.

1 Q. You were?

2 A. Yep.

3 Q. And you can't say --

4 A. Prior to the job.

5 Q. Prior to the job?

6 A. Yes.

7 Q. But not when the job was -- was taking place and

8 stuff like that?

9 A. After the job was over. So after we started the

10 job the -- we had conversations prior to that there was

11 this money coming from the city --

12 Q. Right.

13 A. -- available from the city. My sales

14 representative contacted whoever he was given, yes,

15 there's money behind this project, you will be paid, all

16 of this.

17 Q. Right. But that, that conversation -- sorry to

18 cut you off. That conversation was had with the sales

19 person though--

20 A. Yes.

21 Q. -- concerning --

22 A. And yeah.

23 Q. Okay.

24 A. Between me and the sales -- the sales person

1 getting us to approve to take the contract --

2 Q. Right.

3 A. -- based upon that promise.

4 Q. But that money conversation would have been

5 between Mr. Duckworth and the sales person, though,

6 right?

7 A. Correct.

8 MR. ADAMS: All right. No further

9 questions, your Honor.

10 THE COURT: Any redirect, Mr. Fletcher?

11 MR. FLETCHER: No, thank you.

12 THE COURT: Thank you, sir, you may step

13 down. Any additional evidence?

14 MR. FLETCHER: Your Honor, I -- I would

15 again tender the proposed restitution document I --

16 I -- I'd previously handed to the court as a

17 demonstrative exhibit at sentencing. I'd note for the

18 record this is the same document I tendered to Mr. Davis

19 as Sentencing Exhibit Number 1. I would ask the court

20 to take judicial notice of the evidence presented at

21 trial, and in particular the exhibits cited in the

22 proposed restitution order. I'd ask your clerk to pull

23 those exhibits, and I'd tender them to the court now.

24 THE COURT: All right.

1 MR. FLETCHER: And in case the court has
2 questions about it.

3 THE COURT: Thank you. Mr. Adams, any
4 objection to the court considering the proposed
5 restitution summary as a demonstrative exhibit?

6 MR. ADAMS: I -- I have no -- no objection.
7 I just want to go on record as saying that, you know,
8 because Mr. Fletcher had asked, you know, that we
9 consider stipulating. But I would want your Honor,
10 your -- findings are what you obviously were going to go
11 by. So I don't want to be on -- on record, you know,
12 not allowing him the opportunity to appeal certain
13 dollar amounts --

14 THE COURT: Sure.

15 MR. ADAMS: -- in case anything comes up.

16 THE COURT: Okay.

17 MR. ADAMS: Thank you, your Honor.

18 THE COURT: All right. Any further
19 evidence, Mr. Fletcher?

20 MR. FLETCHER: Not for the State, your
21 Honor.

22 THE COURT: Any evidence in mitigation, Mr.
23 Adams?

24 MR. ADAMS: Mr. Duckworth would like to --

1 to say a few words. Should he take the stand or --

2 THE COURT: Well, all right, it depends.
3 Are you in way of testimony, or is it a statement in
4 allocution?

5 MR. ADAMS: This is -- this is an
6 allocution. I don't think Mr. Duckworth wants to, you
7 know, order himself up.

8 THE COURT: All right. Then he'll have an
9 opportunity to do that.

10 MR. ADAMS: All right.

11 THE COURT: I typically do that after the
12 argument and recommendations.

13 MR. ADAMS: Okay.

14 THE COURT: All right then, Mr. Fletcher,
15 argument and recommendations.

16 MR. FLETCHER: Your Honor, in the post-trial
17 motions defendant argues for a suspended sentence.
18 There is no disposition of a suspended sentence in
19 Illinois on a felony under these circumstances. There's
20 pretrial diversion, which is an exercise of
21 prosecutorial discretion, and not something the court
22 has any role in. There's court supervision, which
23 specifically excludes felonies, and there's statutory
24 second-chance probation, which expressly requires the

1 consent of the state's attorney, and the state's
2 attorney's not giving it.

3 I want to make it clear in no uncertain
4 terms, the State -- the State is not consenting to
5 second-chance probation in this case. We're talking
6 about a 90,000 dollar loss to -- to contractors in this
7 case.

8 There is, in terms of statutory factors in
9 aggravation, there is some criminal history; a 2005
10 class A deceptive practices, court supervision
11 disposition, which was terminated satisfactorily. I
12 don't want to place too much weight on that.
13 I'd normally I don't -- would not consider an -- an old
14 deceptive practices court supervision as significant
15 aggravation.

16 I would note, however, that -- that the --
17 the current charges do have a lot in common with
18 check-kiting. In essence the plaintiff is engaged in
19 check-kiting writ large, using the Rantoul loan fund
20 instead of checks, and that is entitled to some, albeit
21 limited weight in aggravation.

22 But at any rate, the -- the main -- the main
23 factor I would stress in terms of aggravation is -- is
24 the deterrence factor. The defendant argues the only

1 aggravating factor in this case is that the defendant
2 received compensation, and the compensation was
3 significant. I'll get back to that in a minute.

4 But deterrence is -- is the -- is the main
5 factor I think the court should consider. Theft is a
6 deterrable offenses, it's an offense that took several
7 months to execute. It's an offense which requires
8 significant planning in time to deliberate. There are
9 other people in Mr. Duckworth's position. There are
10 other people who string contractors along. There are
11 people who -- who think that this is just part of the
12 game, and they need to be disabused of that -- of that
13 notion.

14 The contractors testified today about the
15 impact of this loss on their businesses, and they're not
16 the only victims in this case. The Village of Rantoul
17 is a victim in this case. They didn't take the loss
18 that the contractors took, but their loan program is
19 compromised. You heard testimony from contractor after
20 contractor that they would scrutinize this type of
21 relationship more carefully in the future. This is a
22 type of contract program designed to help contract --
23 developers on the margin, and developers on the margin
24 are going to have a harder time getting the credit they

1 need because of conduct such as that of Mr. Duckworth.

2 I think that -- that factor plays a
3 significant role in this case and is independent of the
4 loss felt by the contractors. And I think deterrence
5 should play a significant role in the court's -- in the
6 court's analysis.

7 Did the defendant receive compensation? Mr.
8 Adams' argument has some surface appeal. He was --
9 he -- he was left with a building that he can't resell.
10 However, he was left with a building he can't resell
11 that was significantly improved over its original state.
12 He enters into -- he enters into bankruptcy, gets
13 the unsecured loan stripped off through bankruptcy, and
14 all he has to do at this point is maintain current on
15 his mortgage, and he's got a -- a luxury apartment at a
16 discount. That is a significant gain that Mr.
17 Duckworth got in this case, that is significant
18 compensation in this case, and the court should consider
19 that as aggravation as well.

20 Defense suggests Mr. Duckworth is a good
21 father. He now has stable employment. He has strong
22 family ties. I -- I don't doubt these. I -- I'm not
23 here to contest those. But I do think that those pale
24 in -- in consideration or in comparison to the loss felt

1 by the contractors, to the loss felt by the community as
2 a whole, to the loss felt by honest contractors, or
3 honest developers, seeking credit, who -- who are not
4 able to do so because of conduct such as Mr. Duckworth.

5 I did tender a proposed restitution
6 judgment. To -- to be blunt, your Honor, this is --
7 this is the equivalent of turnip blood. I don't think
8 any of the contractors in this case are expecting to
9 receive a dime out of this. I think their testimony at
10 trial was clear on that point. Restitution still serves
11 a function, in case Mr. Duckworth does come into -- to
12 money, but -- but that is not the -- the reason this
13 case is being brought forward.

14 I would ask that the felony judgment be
15 imposed, that the restitution judgment that -- that the
16 -- that the People have sought be -- be entered. If
17 the court enters a term of probation, as conditions I
18 would ask this court require him to comply with the
19 terms set forth at page nine of the presentence report.
20 In particular I'd ask that he be directed to make
21 reasonable efforts to obtain a GED or high school
22 diploma, he obtain a mental health assessment, and
23 cooperate with referrals by Court Services. But this
24 conduct is obnoxious, and it's part of an extended

1 period of deception.

2 Again, conduct like his persists because
3 people think that lying to contractors is just part of
4 the game, and I submit that people in his shoes need to
5 understand, this is not a game with contractors, this is
6 their bread and butter. This is how they put food on
7 the plates of their families. Lying to contractors may
8 be more subtle than stealing someone's wallet, but it is
9 no less a crime, and if the restitution judgment tells
10 us anything, it's a far more sweeping crime than most
11 wallet thefts.

12 A loan program is here to help other
13 developers in need, and it was exploited. Tens of
14 thousands of dollars of services and weeks of valuable
15 time were dissipated and I submit a community-based
16 sentence would deprecate the seriousness of this
17 offense, and be inconsistent with the ends of justice.
18 It would not allow the sentence to serve as an effective
19 deterrent to others. I would ask this court to consider
20 a period of five years incarceration and the restitution
21 judgment. Thank you.

22 THE COURT: I think, Mr. Fletcher, before
23 you sit down, since you raised the issue of restitution,
24 I recall that prior to trial we dealt with some pretrial

1 motions, I think essentially alleging that the
2 bankruptcy served as a bar to this prosecution. I think
3 clearly because this was a criminal prosecution, there
4 was a lot of case law that you provided, if not
5 statutory authority as well, that -- that it's not a bar
6 to a criminal prosecution, but I don't recall that we
7 resolved the issue of whether restitution could be
8 ordered in these circumstances.

9 MR. FLETCHER: Your Honor, I believe
10 restitution can be ordered in these circumstances. I
11 did offer to waive restitution, if necessary, to
12 proceed. I think one of the factors the court is to
13 consider, at least under some of the federal case law,
14 is whether this is being brought on behalf of the
15 contractors as an effort to do an end run around the
16 bankruptcy. And -- and again we'd be -- I'd be -- it
17 would be -- I'm always reluctant to waive restitution,
18 but if that's necessary to proceed with the case, I'd be
19 happy to do so in this case. I think again restitution
20 is not why we're here. It's something that serves an
21 important function, the contractors have a right under
22 the State constitution to restitution, but the -- the
23 main goal here is to achieve a sentence that allows this
24 to serve as an effective deterrent to others similarly

1 situated.

2 THE COURT: All right, thank you, Mr.
3 Fletcher. Mr. Adams, argument and recommendation.

4 MR. ADAMS: Your -- your Honor, I -- I --
5 you know, I -- I'm a bit saddened that the State would
6 ask for five years in a case like this. I said from the
7 onset, you know, Mr. Duckworth should be held liable in
8 terms of, you know, paying these contractors back. But
9 right now we have a criminal justice that has 2.3
10 million people incarcerated, your Honor, and if there is
11 anyone deserving of the opportunity to not go inside of
12 a prison or a jail, it's Mr. Duckworth. Prison doesn't
13 get you better. It's -- it's not -- it's no
14 corrective -- there's nothing inside of those prison
15 walls that is going to make Mr. Duckworth a -- a -- a
16 not want to enter into an agreement, and then not be
17 able to pay. That's not going to happen at all, so that
18 narrative is absolutely false, and your Honor, I -- I'm
19 sure you've seen enough of people before you to know
20 that we have a serious issue inside of our Department of
21 Corrections that isn't in the power of the court to
22 correct, but it most certainly should be a considering
23 factors in terms of sentencing Mr. Duckworth, period.

24 Mr. Duckworth goes away for five years, the

1 building is gone. No one has it, right? It's
2 absolutely gone. No one is absolutely there, there's no
3 way it's gonna -- it's gonna stand. So you want to talk
4 about taxpayers and cost to the Village and all of that,
5 and so what do you think is going to happen when that
6 property is just sitting there, right?

7 So I am asking your Honor to place Mr.
8 Duckworth on any alternative that is not going to prison
9 at all. It serves no purpose. And I -- I -- I
10 haven't asked, but I -- I would hope that even the
11 contractors themselves don't want to see this man go to
12 prison. Yeah, they want to be paid back, but to see him
13 go to prison? I -- I can't -- I can't fathom that.
14 Mr. Duckworth does not have a criminal background. He's
15 not a young man where he needs some time to sit and
16 reflect.

17 And right now today, your Honor, there is
18 somebody entering into some agreement that they know
19 darn well they're not going to be able to pay. So
20 that's not going to deter anyone. This is a tree
21 falling in the forest. No one is going to hear about
22 this case, period, other than what goes past the post
23 gazette, or whatever the article was it was in.
24 Those -- those -- Mr. Duckworth does not deserve to go

1 to prison for this. He will not come out better at all.
2 There is no debt to serve to society inside of prison.
3 He will only get worse, your Honor. I am assure of
4 that. Mr. Duckworth would also like to say something to
5 the court.

6 THE COURT: All right. Mr. Duckworth,
7 it's -- this is your opportunity to make what we call a
8 statement in allocution. It's your opportunity to say
9 anything to me that you want to say before I impose a
10 final sentence. You don't have to say anything at all,
11 but if you want to, this is your opportunity.

12 THE DEFENDANT: I would just like to say
13 that I'm sorry for the outcome, and I never had any
14 intent to deceive or anything like that. That was never
15 my intention.

16 THE COURT: All right. Is that it? That's
17 your entire --

18 THE DEFENDANT: Yes.

19 THE COURT: All right, thank you, sir.
20 We'll show evidence and arguments heard. Reviewing the
21 statutory factors in aggravation, the court finds that
22 Mr. Duckworth did in fact receive compensation, and he
23 does have a prior criminal history. Although there is a
24 prior -- prior history.

1 MR. ADAMS: Your -- I'm sorry, your Honor.
2 May I -- Mr. Duckworth is saying that he doesn't have a
3 criminal history.
4 THE DEFENDANT: I don't have a criminal
5 history.
6 MR. ADAMS: May I see the -- the abstract?
7 MR. FLETCHER: Your Honor, it -- it is
8 listed as a court supervision disposition that was
9 successfully completed.
10 THE COURT: Correct.
11 THE DEFENDANT: But what is --
12 MR. FLETCHER: I would stipulate to that.
13 THE DEFENDANT: But what is it? Because I
14 don't have anything like that.
15 THE COURT: This shows from 2005 there was a
16 misdemeanor deceptive practices charge in Tazewell
17 County where you were placed on eight months court
18 supervision, ordered to pay 346 dollars fine and costs,
19 and 550 dollars in restitution, all of which was paid.
20 And on May 30th of 06 that court supervision was
21 terminated satisfactorily. You're saying that is not
22 you, sir?
23 THE DEFENDANT: The only thing I can -- I
24 remember is that, like the check was written, and

1 something like that. I don't know.

2 THE COURT: So deceptive practices, a lot of
3 times what happens is a check is written, it's returned
4 for insufficient funds on more than one occasion, and
5 the person who wrote the check never follows through to
6 make it good.

7 THE DEFENDANT: Mm-hmm.

8 THE COURT: It's turned over and prosecuted.
9 Sometimes those cases are disposed of pretty quickly
10 when you get to court by sure, I'll make the check good
11 and I'll be on supervision for a period of time. I'm
12 not saying that's what happened here --

13 THE DEFENDANT: Mm-hmm.

14 THE COURT: -- but if that helps you recall
15 that, fine. If you're saying that is not you, we could
16 -- well, we could ask to get the -- the records from
17 the Tazewell County Clerk and check birthdates and
18 things of that nature.

19 THE DEFENDANT: Mm-hmm. I -- I remember
20 there was one time I wrote a check, but I paid the
21 check, so that was the end of it. I wasn't refusing to
22 pay it, I just --

23 THE COURT: Did you ever have to go to court
24 in Tazewell County? That would be over by Peoria.

1 THE DEFENDANT: I don't remember, to be
2 honest.

3 THE COURT: All right.

4 THE DEFENDANT: I just remember I paid it,
5 and that was that.

6 THE COURT: All right. Well, as I was
7 starting to say, there is a criminal history, and it's
8 not only the court supervision for deceptive practices
9 in 2005, but there are a pretty significant number of
10 traffic tickets, none of which I'm going to consider to
11 be any kind of an indication of a horrendous criminal
12 record. So the criminal offenses that are listed,
13 including traffic offenses, the court finds to be are de
14 minimis in nature.

15 There is always some deterrent factor that
16 the court's supposed to consider, and as Mr. Adams
17 argued, deterrence is a somewhat elusive animal. Who
18 knows what I do, what effect it has on anybody who may
19 or may not be considering engaging in conduct that may
20 be illegal down the road, or is illegal at the time.

21 But there is the court -- the statute says
22 we are to consider the possibility of deterrence, and
23 what kind of a sentence would be necessary for
24 deterrence.

1 Factors in mitigation, defendant's conduct
2 did not cause or threaten serious physical harm. He
3 certainly did not contemplate that it would cause or
4 threaten physical harm. To the extent that he was led
5 to believe by family members that there was some money
6 coming from an inheritance, I could find that the
7 conduct was induced or facilitated by someone else.
8 There is a factor stated, as the defendant has or will
9 compensate the victim. And this one's a little bit
10 difficult to nail down in this case. I have the
11 defendant and his attorney here telling me that he
12 absolutely should be required to make all of these
13 contractors whole, but based upon the information
14 available to me, I don't see much likelihood of that
15 happening in Mr. Duckworth's lifetime.

16 The amount of income that he shows and the
17 amount of restitution that is being sought, when you put
18 those two things together the math just doesn't work
19 out. Having said that, one of my goals in a sentencing
20 in a case such as this is to see that any contractors or
21 other victims are made whole to the -- to the extent
22 that that's possible.

23 He has had a -- a long history of leading a
24 law-abiding life. I think it's -- I think I can

1 conclude that the conduct was the result of
2 circumstances unlikely to recur, because if nothing
3 else, a criminal conviction is going to make it very
4 difficult, if not impossible for him to get projects
5 like this off the board and approved again in the
6 future.

7 Character and attitude of the defendant
8 indicates someone that is unlikely to commit another
9 crime. That one's a bit hard to gauge because I'm not
10 sure that the defendant accepts responsibility as of now
11 for a criminal offense as opposed to a sloppy business
12 decision.

13 Likely to comply with terms of probation? I
14 think that I can find that he is. The project that was
15 involved was the second or third time that he had
16 attempted a project of similar natures, and the other
17 ones were successful. If in fact he is the person named
18 as having supervision in Tazewell County, he
19 successfully completed that. There's at least one
20 traffic court supervision which was terminated
21 satisfactorily. All the fines and costs in all of the
22 cases listed have been paid, so I have nothing to
23 suggest to me that he would not be likely to comply with
24 the terms of probation.

1 I don't believe imprisonment is necessary
2 for the protection of the public, partially for the
3 reasons that I indicated when discussing that the
4 conduct is unlikely to recur, and I don't believe given
5 the statutory preferences that our legislature has given
6 us for community-based sentencing, and the cost of
7 housing and incarcerating prisoners that a period of
8 incarceration is necessary to avoid unduly deprecating
9 the seriousness of the offense.

10 So the sentence of the court will be as
11 follows. On each of the misdemeanor counts I will
12 sentence Mr. Duckworth to serve a period of twelve
13 months probation. On the -- on counts six, eight, and
14 nine I will order him to serve 30 months of probation,
15 and on count 14 I will order him to serve 48 months of
16 probation, subject to -- and all of those will run
17 concurrent, subject to all of the standard rules and
18 conditions of probation, plus the following special
19 conditions:

20 He will pay a probation service fee of 15
21 dollars per month. He is to obtain and maintain
22 full-time employment, subject to the restrictions only
23 of the terms of his social security disability payments,
24 and cooperate with any referrals for employment

1 assistance made by Court Services. He's to make
2 reasonable efforts to obtain a GED or a similar diploma
3 through adult education or Parkland Community College.
4 To obtain a substance abuse assessment from Prairie
5 Center or any similar agency, and cooperate with any
6 counseling or treatment that may be recommended. Obtain
7 a mental health assessment from an agency as approved by
8 Court Services. Perform 200 hours of public service
9 work within the first 30 months of the probation. And
10 he'll get credit against that public service work for
11 any time spent in counseling or educational services as
12 recommended in the other provisions.

13 He's further to cooperate with any and all
14 referrals made by Court Services, and execute any
15 authorizations for release of information which may be
16 necessary in order for the Court Services Department to
17 monitor those referrals. During the period of probation
18 he's to refrain from having in his body any illicit
19 substances predicted by the Cannabis Control Act,
20 Controlled Substances Act, unless prescribed by a
21 physician, and he's further ordered to submit to random
22 testing at the request of the probation office to
23 determine the presence of any such substances.

24 He's ordered to pay any statutorily-mandated

1 fines, fees, or other costs, and I will, subject to
2 possible reconsideration and review of the cited
3 exhibits, I will find that he's to order restitution in
4 the total amount of \$95,331.10 for the benefit of those
5 named contractors that are listed on the proposed
6 restitution order submitted by the State.

7 THE DEFENDANT: Your Honor --

8 THE COURT: Mr. Fletcher, will you prepare
9 an order?

10 MR. FLETCHER: Your Honor, I can. Mr. Adams
11 may have a question, and I had a question as well.

12 THE COURT: All right.

13 MR. FLETCHER: I -- I think it's fair to say
14 that Mr. Duckworth is not likely to pay this within the
15 term of probation.

16 THE COURT: Correct.

17 MR. FLETCHER: I would ask that -- that it
18 be payable in full within the first 42 months of count
19 14 to give some time to petition to extend the period at
20 that point, if appropriate.

21 THE COURT: All right. We will order that
22 the restitution be paid within the first 42 months of
23 probation. However having said that, I recognize that
24 that's a pretty large number, and with the limited

1 sources, that's not likely to be accomplished in full.
2 So in 42 months, Mr. Duckworth, I would expect you to
3 file a motion seeking additional time, and at that point
4 we'll see what efforts you've made. When I was in
5 private practice I always encouraged my clients to make
6 a payment every month or every week, even if it's only
7 five dollars, just to show they're trying, and I would
8 offer that advice to you as well. Any further
9 questions, Mr. Fletcher or Mr. Adams?

10 MR. ADAMS: I -- I just wanted to clarify
11 that his probation is concurrent.

12 THE COURT: Right, on all counts.

13 MR. ADAMS: Okay.

14 THE COURT: Yes. So it's a total of 48
15 months, the misdemeanor counts are only for twelve
16 months. All of the class three felony counts are for 30
17 months, and the Class two is for the 48 months.

18 MR. ADAMS: All right.

19 THE COURT: All right. Yeah, well, yeah.
20 Yeah, we'll make it all in financial obligations.

21 Now Mr. Duckworth, the law requires that I
22 explain that you do have the right to appeal. Your
23 right to appeal includes the right to request that the
24 clerk prepare and file a notice of appeal on your

1 behalf. You have the right to appeal from the judgment
2 of conviction. Your right to appeal that judgment of
3 conviction, excluding the sentence imposed or modified,
4 will be preserved only if you file a written notice of
5 appeal in the clerk's office of this court within 30
6 days of today.

7 Prior to taking an appeal if you want to
8 challenge the correctness of the sentence, or any aspect
9 of today's sentencing hearing, you must file in this
10 court within 30 days of today's date a written motion
11 asking the court to reconsider the sentence imposed, or
12 to consider any challenges to the sentencing hearing.
13 In that motion you must include all of your issues or
14 claims of error regarding the sentence imposed or the
15 sentencing hearing. Any issues or claim of error
16 regarding those two issues which are not included in
17 that motion would be considered waived, which means
18 given up.

19 In order to preserve your right to appeal
20 following the disposition of that motion to reconsider
21 sentence, or any challenges regarding the sentencing
22 hearing, you would have to file a notice of appeal in
23 the trial court within 30 days of the entry of any order
24 disposing of any challenges you raise to the sentencing

1 hearing. If you are unable to afford a written
2 transcript of the proceedings on your case, a written
3 transcript will be prepared for you free of charge, and
4 if you are unable to afford an attorney to assist you on
5 appeal, an attorney would be appointed for you free of
6 charge. Do you believe that you understand your
7 appellate rights, sir?

8 THE DEFENDANT: Yes.

9 THE COURT: Do you have any questions at all
10 about those rights, or how to go about starting that
11 process, if that's what you want to do?

12 THE DEFENDANT: ~~[Indicating] No.~~

13 THE COURT: All right. In a nutshell, if
14 you want to appeal the judgment of conviction you got to
15 file a notice within 30 days. If you want to challenge
16 the sentence or any aspect of the sentence you have to
17 file a motion to reconsider within 30 days, and then an
18 appeal within 30 days of whenever that is ruled on. Do
19 you have any questions at all, sir?

20 THE DEFENDANT: No.

21 THE COURT: All right. You will need to
22 check in with Court Services this afternoon, at least
23 make an appointment to go over the terms and conditions
24 of probation. We may not have the order to them by the

1 time you get down there, but we'll get it to them as
2 soon as we can.

3 Mr. Fletcher, Mr. Adams, I'm being advised
4 that because these were originally filed as felonies,
5 the counts that are actually misdemeanors, we may have
6 to amend the informations on their face so that the JANO
7 system can accommodate what they actually are. So --

8 MR. FLETCHER: Your Honor, I -- your Honor,
9 I would make that motion.

10 THE COURT: All right. We'll show on the
11 State's motion counts three, five, seven, ten, and
12 eleven are amended on their face to indicate that they
13 are Class A misdemeanors as opposed to felonies.

14 MR. ADAMS: Your Honor.

15 THE COURT: Yes.

16 MR. ADAMS: Is there a form for the -- the
17 appeal in the courtroom I can --

18 THE COURT: I don't think -- no, we don't
19 have one.

20 MR. ADAMS: Okay.

21 THE COURT: I don't know if the clerk's
22 office has one downstairs in front of the form, but it's
23 a relatively simple --

24 MR. ADAMS: Yeah. No, I was just asking,

1 because some courts have it.

2 THE COURT: All right. Can you just look at
3 the statute?

4 MR. ADAMS: Yeah, some courts have them.

5 THE COURT: I don't believe we do.

6 MR. ADAMS: Okay.

7 THE COURT: Anything further?

8 MR. FLETCHER: Not from the State, your
9 Honor.

10 THE COURT: Mr. Adams?

11 MR. ADAMS: No, your Honor.

12 THE COURT: All right, you're free to go.

13 Mr. Duckworth, make sure you check in with Court
14 Services and at least make an appointment to come back
15 and go over the order, once it's prepared.

16 MR. FLETCHER: Your Honor, I apologize. I
17 do have one question with respect to the sentence. In
18 terms of the payment for the restitution, may -- may I
19 list that in the order as a payment in the amount to be
20 determined by the Court Services? Because they're going
21 to be in a better position to know his -- his income and
22 expenses moving forward than I am. Normally it would be
23 equal monthly installments, but the restitution judgment
24 is large. That doesn't seem realistic.

1 THE COURT: I agree, and that's why when I
2 was orally stating it, I just said within 40 months to
3 give us a target. But if you want to include language,
4 monthly payments to be determined by Court Services, I
5 don't have any problem with that.

6 MR. FLETCHER: I'd welcome Mr. Adams.

7 MR. ADAMS: I mean I -- I really -- I
8 really don't have an issue with it, because they would
9 be the ones who dig indefinitely to find on out what his
10 bills are, what -- what kind of --

11 THE COURT: Right.

12 MR. ADAMS: -- you know, because you are
13 unemployed right now, right? He's been having trouble
14 finding employment, so I -- I do, I -- I agree with Mr.
15 Fletcher that that's the best route to go.

16 THE COURT: So the employment reflected in
17 the PSI is no longer in place?

18 THE DEFENDANT: No.

19 MR. ADAMS: No.

20 THE COURT: All right. Then I think it's
21 even more appropriate that Court Services make that
22 determination.

23 MR. FLETCHER: Thank you, your Honor.

24 MR. ADAMS: I as well.

1 MR. FLETCHER: I will e-mail the -- the
2 court's clerk and Mr. Adams a draft order by the end of
3 the day.

4 THE COURT: All right. Thank you.

5 MR. ADAMS: Thank you, your Honor, for
6 allowing me to appear.

7 THE COURT: Thank you, Mr. Adams, you're
8 welcome. And Ms. Hunter, thank you for stepping in on
9 such short notice, so we can move forward. Thank you.

10 MS. HUNTER: No problem, your Honor, thank
11 you.

12 [END OF PROCEEDINGS.]

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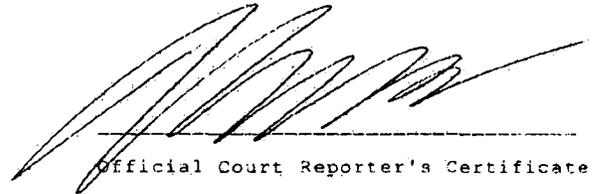
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1 STATE OF ILLINOIS)
2 SIXTH JUDICIAL CIRCUIT) ss
3 CHAMPAIGN COUNTY)

4 OFFICIAL COURT REPORTER'S CERTIFICATE

5 I, Nancy Sivertsen, Official Court Reporter
6 in and for the Sixth Judicial Circuit of Illinois,
7 Urbana, Illinois, do hereby certify that I reported the
8 proceedings in the foregoing cause and transcribed the
9 same by the use of computer-aided transcription, and the
10 foregoing Transcript of Proceedings is a true, complete,
11 and correct transcript of all the proceedings had in the
12 aforesaid cause on the aforesaid date as herein
13 contained.

14 Dated this 28th day of November, 2018.

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18 Official Court Reporter's Certificate

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