

BEFORE THE HEARING BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION
AND
DISCIPLINARY COMMISSION

In the Matter of:)	
)	
JEFFERY MARK LEVING,)	Commission No. 2023PR00004
)	
Attorney-Respondent,)	
)	
No. 3125800.)	

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by this attorneys, Matthew Lango, Richard Gleason, and Scott Renfroe, pursuant to Supreme Court Rule 753(b), complains of Respondent, Jeffery Mark Leving, who was licensed to practice law in the state of Illinois on December 6, 1979, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

FACTUAL BACKGROUND

1. Since at least January of 1986, Respondent has been the president and sole owner of the Law Office of Jeffery M. Leving, LTD (hereinafter, “the Leving Firm”), a law firm that holds itself out on its website and in television and print advertisements as both “The Premier Chicago Family Law Firm,” and as concentrating its practice in the representation of fathers in dissolution of marriage and child custody matters. At the time this complaint was filed, the Leving Firm employed approximately 20 attorneys.

2. At all times alleged in this complaint, Respondent had and exercised supervisory authority over all staff employed by the Leving Firm, including all attorneys, paralegals, and administrative assistants.

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3. At all times alleged in this complaint, the Leving Firm's policies and procedures, including client intake, billable hour requirements, compensation structure for firm associates, and other procedures concerning the handling of client matters were established, implemented, and overseen by Respondent.

4. At all times alleged in this complaint, the Leving Firm provided financial incentives to its associates based on the following criteria: hours billed; revenue generated (including the amount of that revenue that was collected); number of clients retained; and efforts to support the Leving Firm and its mission online, including creating and sharing social media posts about the firm.

5. At all times alleged in this complaint, the Leving Firm's website held the domain name www.dadsrights.com and engaged in advertising efforts that focused on and promoted the firm's purported success in representing fathers in custody disputes. On that website, Respondent advertised the firm's attorneys as "nationally known fathers' rights attorneys in Chicago" and "proven advocates in a system that devalues dads" who are "pursuing justice for fathers everywhere". Respondent also advertised his firm's services on various radio stations, television stations, periodicals, and online forums, including, but not limited to: WGN-TV (Channel 9), Crain's Chicago Business, the Chicago Sun-Times, Google Ads, Instagram, Twitter, and Facebook.

6. At all times alleged in this complaint, Respondent's advertisements for his law firm, described in paragraph five, above, were designed to attract certain clients, particularly fathers engaged in matrimonial or custody disputes, to the Leving Firm.

7. At all times alleged in this complaint, all lawyers employed by the Leving Firm were designated by Respondent as either "mentors" or "mentees." Younger, less experienced

attorneys at the Leving Firm are designated as “mentees,” while more experienced attorneys within the Leving Firm eventually obtain the designation of “mentors.” All mentees are assigned to a mentor and are required to meet with their mentors on an ongoing basis.

8. At Respondent’s direction, the Leving Firm’s intake attorney, to retain clients for the Leving Firm, often told prospective clients that their legal matters could be resolved within the amount of the time covered by the initial retainer they agreed to pay the Leving Firm. The Leving Firm’s intake attorneys often told prospective clients that they would be the attorney primarily responsible for handling their legal matters and did not advise those clients that their involvement in any matter in the Leving Firm was limited to the intake stage only. The Leving Firm’s intake attorneys also did not advise those prospective clients that their legal matters would be handled on what Respondent referred to in his fee contract as “a team concept basis,” and that multiple attorneys would immediately begin billing on the clients’ legal matters and quickly deplete their initial retainers.

9. Every time a new client retained the Leving Firm, firm policy, as set by Respondent, required that a meeting be held about the new client matter between the intake attorney, the managing attorney, Jeffery Paustian (the Leving Firm’s legal administrator), the mentee attorney to whom the case would be assigned, as well as that mentee’s mentor. All four attorneys bill separately for their time spent attending this initial meeting.

10. At all times alleged in this complaint, Respondent required that the Leving Firm’s attorneys charge their clients a minimum billing increment for non-court time of 0.3 hours, or 18 minutes.

11. At all times related to this complaint, Respondent required that the Leving Firm's attorneys charge their clients a minimum billing increment for court time of 1.0 hours, or 60 minutes.

12. At all times related to this complaint, Respondent required that when mentees at the Leving Firm went to court, they were to be accompanied by their mentors, regardless of the nature of the court appearance, and at Respondent's direction each attorney charged the client for at least one hour of time for the court appearance regardless of its actual length.

13. At all times alleged in this complaint, at Respondent's direction, in almost all cases the firm handled, the Leving Firm also utilized the services of a private detective, Wayne Halick ("Halick"), for investigative services. Halick billed the firm at a rate of between \$190 to \$200 per hour, depending on the year, which the Leving Firm charged against its clients' retainers.

14. At all times alleged in this complaint, Respondent held mandatory bi-monthly billing meetings which occurred over the course of four half-days. During these billing meetings, Respondent met individually with every attorney employed by the Leving Firm and discussed billing-related matters on each of the cases for which that attorney was primarily responsible. As a result of these meetings, Respondent was familiar with how the Leving Firm's clients were billed by its attorneys.

15. At all times alleged in this complaint, Respondent employed a team of "account specialists" whose primary function was to attempt to collect outstanding legal fees. They did so by repeatedly contacting the Leving Firm's clients or former clients to obtain information about their clients' assets, which may have included personal or real property, or any investment holdings. If a certain client or former client could not be reached, these account specialists would sometimes contact the clients' or former clients' friends and relatives.

16. At all times alleged in this complaint, when a Leving Firm client was no longer willing or able pay the legal fees they had been charged by Respondent's various employees, Respondent's firm typically withdrew from representation, citing a "irreconcilable breakdown in the attorney-client relationship."

17. From January 2017 to May 2022, based on a survey of 376 cases in the Circuit Court of Cook County in which the Leving Firm filed an appearance on behalf of a party, the Leving Firm withdrew from representation less than eight months after filing its appearance 62% of the time. In 98 of those cases (27%), the Leving Firm withdrew from representation less than three months after filing its appearance. Prior to the start of the COVID 19 pandemic, from September 2017 to September 2019, the Leving Firm's withdrawal rate within three months of filing its appearance was approximately 48%.

COUNT I (Leonard)
(Unreasonable fee in the Joseph Leonard matter)

18. The Administrator realleges paragraphs one through 17, above.

19. On or about June 29, 2021, Joseph Leonard ("Leonard") met with a Leving Firm attorney for an initial consultation regarding a child support matter. In particular, Mr. Leonard explained that he was divorced from the mother of his two children and that his Cook County divorce was finalized on December 12, 2017. Mr. Leonard was seeking to modify child support because his oldest child was about to emancipate on July 1, 2021. Mr. Leonard's explained that his child support obligation needed to be re-calculated as to the one remaining minor child, age 14. During the consultation, Leonard informed the Leving Firm attorney that he had already filed a *pro se* motion in the Circuit Court of Cook County to modify his child support obligations, and that the motion was still pending in case number 2017D004459. On the same day, Leonard and

the Leving Firm executed a contract for legal services for the Leving Firm to represent Leonard on the child support matter, with a required initial retainer of \$6,000.

20. The Leving Firm intake attorney told Leonard that the attorney with whom he met would be the primary attorney handling his case. No one at the Leving Firm advised Leonard that multiple attorneys would work on his case on a “team concept” basis, and that multiple attorneys would bill against his retainer. Leonard and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Leonard agreed to pay the Leving Firm an initial retainer of \$6,000. Leonard gave \$3,000 to the Leving Firm on June 29, 2021. Approximately thirty days later, Leonard sent an additional \$3,000 to the Leving Firm.

21. At the initial meeting on June 29, 2021, the intake attorney for the Leving Firm provided Leonard with a financial affidavit that Leonard would have to complete in order to request to have his child support payments modified. Also, on June 29, 2021, the Leving Firm filed its appearance on behalf of Leonard in his then-pending domestic relations proceeding in the Circuit Court of Cook County.

22. Within approximately thirty days of the initial meeting, Leonard completed the financial affidavit and returned it, along with supporting documentation concerning his finances, to the Leving Firm. The affidavit listed Leonard’s assets and income, as well expenses, debts and other liabilities. Leonard provided this information to the Leving Firm at the request of the attorneys working on his case and with the goal that the affidavit would be filed with the Circuit Court of Cook County.

23. Between June 29, 2021, and October 7, 2021, Respondent, or someone working at his direction, caused a single invoice to be sent to Leonard. Per the Leving Firm’s October 7, 2021 invoice, between June 29, 2021 and September 29, 2021, four attorneys, one paralegal, one private

investigator, and one legal assistant spent a total of 23.20 hours preparing Leonard's financial affidavit to be filed in the Circuit Court of Cook County in support of his request to adjust his child support payments. Per the Leving Firm's invoice, the firm claimed Leonard owed \$9,766.50 in billable time and incurred \$133.76 in expenses. As a result, the Leving Firm claimed Leonard owed the firm \$3,900.26, in addition to the \$6,000 he already paid the firm. As of the date of the invoice, the firm had not filed any motion to adjust Leonard's child support payments on his behalf.

24. In the course of its representation of Leonard, the Leving Firm employed the services of investigator Wayne Halick. Neither the intake attorney who initially handled Leonard's case nor anyone at the Leving Firm consulted with Leonard before engaging Halick's services. Halick purportedly investigated the finances of Leonard's former spouse. At no point did Leonard raise any issues or concerns with anyone at the Leving Firm about his former spouse's finances, nor did he request that such an investigation take place. The Leving Firm billed Leonard for 3.4 hours of Halick's time at \$290 per hour, for a total of \$986 for the investigation of Leonard's former spouse.

25. On October 13, 2021, after receiving the Leving Firm's invoice, Leonard contacted Leving Firm attorney Michael Salamun via email and informed him that, due to the firm's fees and lack of action on his behalf, Leonard no longer wanted the firm to represent him.

26. Between June 29, 2021, and November 17, 2021, the only pleadings filed by the Leving Firm in Leonard's case in the Circuit Court of Cook County were an appearance and a motion to withdraw. At no point did the Leving Firm file a motion on Leonard's behalf to have his child support payments adjusted.

27. The value of the services Leonard received from Respondent and his firm during the approximately three months of representation did not warrant the Leving Firm's retention of

the \$6,000 it received from Leonard or the additional \$3,900.26 it attempted to collect from Leonard.

28. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including collecting \$6,000 in legal fees from Leonard and attempting collect an additional \$3,900.26 that Respondent and his firm allegedly incurred for approximately three months of representation during which time no substantive motions or pleadings were filed on Leonard's behalf, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, by conduct including failing to refund the unearned portions of the \$6,000 in legal fees Leonard paid to Respondent's firm, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT II (Mejia)
(Unreasonable fee in the Sindy Mejia matter)

29. The Administrator realleges paragraphs one through 17, above.

30. On March 25, 2014, Maurico Rubschlager filed in the Circuit Court of Cook County a petition to establish parentage against Sindy Mejia. The Clerk of the Court docketed the matter as *Rubschlager v. Mejia*, 14 D 79423. For approximately the first three-and-a-half years of the case, Mejia represented herself *pro se*. At the time she consulted with the Leving Firm, Mejia was seeking an attorney to assist her in reaching a parentage agreement with Rubschlager.

31. On July 29, 2017, Mejia met with a Leving Firm intake attorney for an initial consultation regarding the Leving Firm's potential representation of Mejia in matter number 14 D 79423. At the initial meeting, Mejia explained that the matter had already been proceeding for over three years, and she wished to reach a settlement with Rubschlager that would result in Mejia

having primary custody of their minor daughter. The Leving Firm intake attorney told Mejia that the attorney with whom she met would be the primary attorney handling her case. No one at the Leving Firm advised Mejia that multiple attorneys would work on her cases on a “team concept” basis, and that multiple attorneys would bill against her retainer. Mejia and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Mejia agreed to pay the Leving Firm an initial retainer of \$10,000.

32. On August 3, 2017, Mejia returned to the Leving Firm, and Mejia and the Leving Firm executed a contract for legal services for the Leving Firm to represent Mejia in case number 14 D 79423, with a required initial retainer of \$10,000.

33. On August 4, 2017, the Leving Firm filed its appearance on behalf of Mejia in case number 14 D 79423. By September 7, 2017, approximately one month after the Leving Firm filed its appearance, it claimed to have performed legal services having a purported value in excess of Mejia’s initial \$10,000 retainer. During that time, the Firm filed only an appearance and motion to substitute counsel. The Leving Firm did not conduct any discovery on behalf of Mejia and did not obtain any change in the custody arrangement or obtain any resolution of any issue in Mejia’s case.

34. From September 7, 2017 to December 7, 2017, Respondent, or someone under his supervision, caused a total of five invoices to be sent to Mejia totaling \$17,909. Respondent, or someone under his supervision, assigned three attorneys, one legal assistant, two paralegals, and one private investigator to Mejia’s file, each of whom billed Mejia for work he or she allegedly performed for Mejia.

35. According to the Leving Firm’s October 23, 2017 invoice, attorneys Arthur Kallow and Anthony D’Agostino billed Mejia a total of 3.2 hours for time allegedly spent either sending or receiving emails, receiving voicemails from opposing counsel, or placing calls to Mejia. Leving

Firm attorneys charged Mejia \$1,740.50, or over 17% of Mejia’s initial \$10,000 retainer, for those communications.

36. Between August 8, 2017, when Mejia retained the Leving Firm, to November 1, 2017, when the Leving Firm withdrew from representation, the Leving Firm filed the following pleadings in case number 14 D 79423, none of which addressed or resolved any substantive issues in Mejia’s case:

Date	Pleading	Pages
August 4, 2017	Additional Appearance	1
August 7, 2017	Motion for Substitution of Attorneys	3
August 16, 2017	Substitution of Attorneys	3
October 23, 2017	Motion to Withdraw	2

37. On October 22, 2017, Mejia sent the Leving Firm intake attorney whom she initially met with an email in which she expressed dissatisfaction with the amount of fees that the Leving Firm had charged to that date. In that email, Mejia specifically stated that she would continue to make payments and did not wish for the firm to withdraw from representation.

38. On October 23, 2017, Leving Firm associate Arthur Kallow filed a motion to withdraw the Leving Firm’s representing in Mejia’s case, citing a purported lack of cooperation from Mejia. The court granted the Leving Firm leave to withdraw on November 1, 2017.

39. The value of the services Mejia received from Respondent and his law firm did not warrant the Leving Firm’s retention of \$10,250 in legal fees and the additional \$7,659.00 it sought from Mejia.

40. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including collecting \$10,250 in legal fees from Mejia and attempting to collect an additional \$7,659.00 that

Respondent and his firm allegedly incurred from less than three months of representation, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and

- b. failure to refund an unearned fee, by conduct including failing to refund the unearned portion of the \$10,250 in legal fees Mejia paid to Respondent's firm, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT III (Syre)
(Unreasonable fee in the Syre matter)

41. The Administrator realleges paragraphs one through 17, above.

42. On January 13, 2016, Kathleen Syre initiated dissolution of marriage proceedings against her then-husband, Jeffrey Syre ("Syre") in the Circuit Court of DuPage County. The Clerk of the Court docketed the matter as *In re Marriage of Kathleen and Jeffrey Syre*, 16 D 62. At the time the matter was filed, Kathleen and Jeffrey were living in separate residences and had no minor children. At issue in the divorce proceeding was the division of assets between Kathleen and Jeffrey.

43. On or about December 3, 2016, Syre met with a Leving Firm attorney and a Leving Firm investigator for an initial consultation regarding his dissolution of marriage matter. The Leving Firm intake attorney told Syre that the attorney with whom he met would be the primary attorney handling his case. No one at the Leving Firm advised Syre that multiple attorneys would work on his cases on a "team concept" basis, and that multiple attorneys would bill against his retainer. Syre and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Syre agreed to pay the Leving Firm an initial retainer of \$10,000.

44. Between December 6, 2016, and March 7, 2017, Respondent, or someone under his supervision, caused invoices to be sent to Syre totaling \$80,429.79. Respondent, or someone under

his supervision, assigned eight attorneys, one legal assistant, four paralegals, and one private investigator to Syre's file, each of whom billed Syre for work he or she allegedly performed for Syre.

45. According to Respondent's December 22, 2016, invoice to Syre, the first invoice Syre received from Respondent's firm, Leving Firm attorneys billed Syre multiple times on each day at the minimum increment of 18 minutes, resulting in the exhaustion of the entirety of Syre's initial \$10,000 initial retainer and an additional \$4,176.38 in legal fees. From December 15 to 16, 2016, then-Leving Firm attorney Andrea Heckman, at the rate of \$325 per hour, billed Syre 26 separate times separate times on his legal matter, which amounted to 13.43 hours. Between December 15 and 16, 2016, Heckman, alone, at her then-billing rate of \$325 per hour, caused \$4,364.75 to be billed against Syre's initial \$10,000 retainer. Heckman's entries included, but were not limited to, 18 minutes billed for directing a paralegal to convert a Word document, which had the effect of artificially inflating the hours billed to Syre and increased his legal fees.

46. On February 20, 2017, Leving Firm attorney Michael Ochoa filed with the court a motion to withdraw from matter number 16 D 62. On March 2, 2017, the court granted the Leving Firm's motion to withdraw as Syre's counsel, eight days before trial was set to begin on case number 16 D 62.

47. Per the Leving Firm's March 7, 2017 invoice to Syre, Leving Firm attorneys Michael Ochoa, Andrea Heckman, James Hagler, and paralegal Michael Augle charged Syre for at least 12.9 hours for time allegedly spent working on withdrawing from Syre's representation. Respondent and his employees charged Syre \$4,818.50, or over 48% of Syre's initial \$10,000 retainer, to withdraw from his representation in case number 16 D 62, not inclusive of travel expenses, which were also billed to Syre.

48. Following the Leving Firm's withdrawal, Syre appeared *pro se* in his divorce proceeding because he lacked the funds to hire another attorney.

49. To date, Syre has paid the Leving Firm \$59,000 in legal fees.

50. The value of the services Syre received from Respondent and his firm did not warrant the Leving Firm's retention of the \$59,000 in legal fees it received and the additional \$80,429.79 it attempted to collect from Syre.

51. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including collecting \$59,000 in legal fees from Syre and attempting to collect an additional \$80,429.79 that Respondent and his firm allegedly incurred for less than three months of representation, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, by conduct including failing to refund the unearned portions of the \$59,000 in legal fees Syre paid to Respondent's firm, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT IV (Mackin)
(Unreasonable fee in the Joseph Mackin matter)

52. The Administrator realleges paragraphs one through 17, above.

53. On October 25, 2016, Joseph Mackin ("Mackin") met with a Leving Firm intake attorney for an initial consultation in a dissolution of marriage matter. At the time of the consultation, Mackin and his then-spouse were living in different residences and had three minor children. No petition for dissolution of marriage had yet been filed. Mackin was seeking a dissolution of their marriage and to establish a parenting agreement with his spouse.

54. On October 25, 2016, the Leving Firm intake attorney told Mackin that the attorney with whom he met would be the primary attorney handling his case. No one at the Leving Firm advised Mackin that multiple attorneys would work on his cases on a “team concept” basis, and that multiple attorneys would bill against his retainer. Mackin and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Mackin and the Leving Firm executed a contract for legal services for the Leving Firm to represent Mackin in the anticipated dissolution of marriage matter, with an initial retainer of \$5,000, which Mackin paid to the Leving Firm.

55. On October 28, 2016, the Leving Firm filed on behalf of Mackin a petition for dissolution of marriage in the Circuit Court of Cook County. The Clerk of the Court docketed that matter as *Mackin v. Mackin*, 16 D 10028. After filing the petition for dissolution of marriage and serving Mackin’s spouse, the only substantive event in the case was that the matter was referred to mediation.

56. Between February 7, 2017 and May 22, 2017, Respondent, or someone under his supervision, caused the invoices to be sent to Mackin totaling \$8,502. According to Respondent’s billing records, at least five different attorneys purported to work on Mackin’s case.

57. As of the date this complaint was filed, Mackin has paid the Leving Firm a total of \$7,000 in legal fees.

58. Per the Leving Firm’s May 22, 2017 invoice, Leving Firm attorneys spent and charged Mackin for at least 4.7 hours for time allegedly spent working on withdrawing from Mackin’s representation. Leving Firm attorneys billed Mackin \$1,529.50, or over 30% of Mackin’s initial \$5,000 retainer, to withdraw from his representation in case number 16 D 10028.

59. On April 19, 2017, the Leving Firm filed its motion to withdraw from Mackin's case. On April 20, 2017, the court granted the motion.

60. After the Leving Firm's withdrawal, Mackin appeared *pro se* in case number 16 D 10028 until its resolution because he no longer had the funds to retain legal counsel.

61. The value of the services Mackin received from Respondent and his law firm did not warrant the Leving Firm's retention of \$7,000 in legal fees it received and the additional \$2,704.50 it is seeking from Mackin.

62. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including, but not limited to, collecting \$7,000 in legal fees from Mackin, charging Mackin \$1,259.50 to withdraw from representation, and attempting to collect an additional \$2,704.50 for work that the Leving Firm performed on Mackin's legal matter, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, by conduct including failing to refund the unearned portions of the \$7,000 in legal fees Mackin paid to Respondent's firm, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT V (Reed)

(Unreasonable fee in the Arthur Reed matter)

63. The Administrator realleges paragraphs one through 17, above.

64. On or about October 17, 2016, Arthur Reed ("Reed") met with a Leving Firm lawyer for an initial consultation regarding child support arrearages in a dissolution of marriage matter pending in St. Clair County, docketed as *Portis Reed v. Reed Jr.*, 01 D 1207. In particular, Reed told the Leving Firm attorney with whom he met that he was seeking relief from his ongoing

child support arrears judgment. Reed sought to have the Leving Firm file a petition on his behalf to re-determine his arrears and determine a different payment schedule.

65. On October 17, 2016, at the initial consultation, the Leving Firm intake attorney told Reed that the attorney with whom he met would be the primary attorney handling his case. No one at the Leving Firm advised Reed that multiple attorneys would work on his cases on a “team concept” basis, and that multiple attorneys would bill against his retainer. Reed and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Reed agreed to pay the Leving Firm an initial retainer of \$20,000. On November 1, 2016, Reed and the Leving Firm executed a contract for legal services for the Leving Firm to represent him in the matter, and Reed paid the Leving Firm a retainer of \$20,000.

66. Between November 1, 2016, and September 7, 2018, Respondent, or someone under his supervision, caused invoices to be sent to Reed totaling \$49,185.98. During the Leving Firm’s almost two years of representation of Reed, eight different attorneys and two paralegals from the Leving Firm purported to work on the matter. During that two-year period, Leving Firm attorneys did not accomplish Reed’s stated goal of re-determining his child support arrears or determining a different payment schedule for Reed. Rather, the majority of the time Leving Firm attorneys spent on the matter consisted of collecting records, engaging in discovery disputes with opposing counsel, communications between Leving Firm attorneys, and finally, time spent withdrawing from the case.

67. Per the Leving Firm’s July 6, 2018, and August 7, 2018 invoices, three different Leving Firm attorneys spent and charged Reed for at least 10.4 hours for time spent working on withdrawing from Reed’s representation, including travel time.

68. On June 21, 2018, the Leving Firm filed with the court a motion to withdraw as Reed's attorney in case number 01 D 1207. On July 9, 2018, the court granted the Leving Firm's motion to withdraw from case number 01 D 1207.

69. After the Leving Firm's withdrawal, Respondent's account specialists repeatedly contacted Reed by phone to pursue the additional legal fees Reed purportedly owed the Leving Firm. As a result of these phone calls, Reed paid the Leving Firm an additional \$20,000.

70. To date, Reed has paid the Leving Firm \$34,000 in legal fees.

71. The value of the services Reed received from Respondent and his firm does not warrant the Leving Firm's retention of the \$34,000 in legal fees it received and the additional \$15,185.98 it attempted to collect from Reed.

72. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including collecting over \$34,000 in legal fees from Reed, which included billing Reed over \$4,000 for work alleged performed by two attorneys and one paralegal in their attempt to obtain documents, and attempting to collect an additional \$15,185.98 for work performed on Reed's child arrearages matter for which Reed received no value, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, by conduct including failing to refund the unearned portion of the over \$34,000 in legal fees Reed had paid to Respondent's firm, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT VI (Ashcraft)
(Unreasonable fee in the Bienias/Ashcraft matter)

73. The Administrator realleges paragraphs one through 17, above.

74. On or about May 7, 2018, Jeffrey Ashcraft (“Ashcraft”), along with his stepfather, Joseph Bienias, met with a Leving Firm attorney regarding an allocation of parental rights matter filed against Ashcraft pending in the Circuit Court of Livingston County, docketed as *Murphy v. Ashcraft*, 16 F 81. Ashcraft was seeking to establish his paternal rights and to enter into a parenting plan with regard to his minor daughter.

75. On May 7, 2018, Ashcraft and Bienias, met with a Leving Firm attorney for an initial consultation regarding his case. The Leving Firm intake attorney told Ashcraft and Bienias that the attorney with whom he met would be the primary attorney handling his cases. No one at the Leving Firm advised Ashcraft and Bienias that multiple attorneys would work on Ashcraft’s cases on a “team concept” basis, and that multiple attorneys would bill against his retainer. Ashcraft and Bienias and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Ashcraft, Bienias, and the Leving Firm executed a contract for legal services for the Leving Firm to represent Ashcraft in the matter, with a required retainer of \$20,000. Ashcraft signed as client and Bienias signed as guarantor.

76. In a two-month period, from June 2018 to August 2018, Respondent, or someone under his supervision, caused invoices to be sent to Bienias totaling \$29,995.40. Respondent, or someone under his supervision, caused four attorneys, one legal assistant, two paralegals, and a private investigator to be assigned to the matter.

77. Between May 2018 and August 2018, Leving Firm attorneys billed Ashcraft 18.75 hours for travel time and routine court appearances. According to the Leving Firm’s billing records, Leving Firm attorneys charged Ashcraft a total of \$8,917.50, or over 44% of Ashcraft’s initial \$20,000 retainer, for two case management conferences.

78. On or about July 13, 2018, Leving Firm attorney James Hagler met with Ashcraft and Bienias and requested an additional \$10,000 in legal fees. To that point, Leving Firm attorneys had only filed an appearance in the matter and drafted a proposed allocation of parental responsibilities. At no point in the course of the Leving Firm's representation of Ashcraft did the Leving Firm accomplish Ashcraft's stated goal of establishing his paternal rights or entering into a parenting plan with regard to his minor daughter.

79. On July 18, 2018, Ashcraft terminated the Leving Firm's services. On that same date, the Leving Firm filed its motion to withdraw from Ashcraft's case. On July 25, 2018, the court granted the motion.

80. According to the August 7, 2018 invoices the Leving Firm sent to Ashcraft, Leving Firm employees billed Ashcraft 9.9 hours for services related to the firm's withdrawal from Ashcraft's legal matter. According to the Leving Firm's billing records, Leving Firm employees charged Ashcraft \$7,201.50, or 36% of Ashcraft initial \$20,000 retainer, to withdraw from representation.

81. As of the date of this complaint, Bienias and Ashcraft have paid the Leving Firm at least \$20,500 in legal fees. For that amount, the Leving Firm did not accomplish any of Ashcraft's stated goals for the representation, including establishing Ashcraft's parental rights or entering into a parenting plan with regard to his minor daughter.

82. The value of the services Ashcraft received from Respondent and his law firm does not warrant the Leving Firm's retention of the \$20,500 in legal fees it received nor the additional \$9,495.40 it attempted to collect from Bienias and Ashcraft.

83. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including collecting \$20,500 in legal fees from Bienias and Ashcraft, and attempting to collect an additional \$9,495.40 after the initial \$20,000 had been exhausted after one month, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, by conduct including failing to refund the unearned portions of the \$20,500 in legal fees Bienias and Ashcraft paid to Respondent and his firm, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT VII (Mergen)
(Unreasonable fee in the Nicholas Mergen matter)

84. The Administrator realleges paragraphs one through 17, above.

85. On August 3, 2020, Nicholas Mergen (“Mergen”) met with a Leving Firm attorney for an initial consultation regarding two pending matters involving Mergen. The first was a pre-decree dissolution of marriage proceeding then pending in the Circuit Court of Cook County, docketed as *Gina Mergen v. Nicholas Mergen*, 18 D 7207. (hereinafter, “the dissolution matter”). In that case, the parties had two minor children, who were two and four years old. At the time, both children resided with Mergen’s spouse, Gina. The second was a post-decree dissolution of marriage proceeding in the Circuit Court of Cook County, docketed as *Nicholas Mergen v. Kristi Mergen aka DeSantis*, 19 D 7667. (hereinafter, “the custody matter”). The judgment for case number 19 D 7667 was originally entered in 2009 in the State of Florida, and subsequently enrolled in the Circuit Court of Cook County in 2019. In that matter, which pertained to Mergen’s prior marriage, Mergen was seeking to retain custody of his sixteen-year-old daughter. On the same day, Mergen and the Leving Firm executed a contract for legal services for the Leving Firm to represent Mergen in the child custody matter and the divorce matter, with a required initial retainer of \$7,500.

86. On August 3, 2020, Mergen met with a Leving Firm attorney for an initial consultation regarding his child custody and divorce matters. The Leving Firm intake attorney told Mergen that the attorney with whom he met would be the primary attorney handling his cases. No one at the Leving Firm advised Mergen that multiple attorneys would work on his cases on a “team concept” basis, and that multiple attorneys would bill against his retainer. Mergen and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Mergen agreed to pay the Leving Firm an initial retainer of \$7,500.

87. Between September 4, 2020 and May 7, 2021, Respondent, or someone under his supervision, caused the nine invoices to be sent to Mergen totaling \$67,367.49. Respondent, or someone at his direction, caused seven attorneys, four legal assistants, and one private investigator to be staffed on Mergen’s cases.

88. Between August 2020 and April 2021, Respondent’s employees caused a total of \$28,965.50 to be billed to Mergen in his divorce matter for work related only to correspondences such as phone calls and emails, both between employees of the Leving Firm as well as opposing counsel in Mergen’s cases. Many of the firm’s billing entries for correspondences were for the minimum billing increment of 0.3 hours and were entered several times in the same day, sometimes pertaining to the same email exchange, which had the effect of artificially inflating the hours billed to Mergen and increased his legal fees.

89. Because the Leving Firm agreed to represent Mergen in two different matters, Respondent, or someone on his behalf, initiated two client matters for Mergen in the Leving Firm’s billing system, Juris. Mergen’s divorce matter was docketed as “Client/Matter #17283-1” and his custody matter was docketed at “Client/Matter #17283-2”. Mergen received from the Leving Firm two different sets of invoices, one pertaining to each matter.

90. Between August 2020 and April 2021, Leving Firm employees, at Respondent's direction, billed Mergen in both his legal matters for the same amount of time, for the same work performed, and entered with the same description in the invoices for each matter sent to Mergen. The corresponding entries in the two sets of invoices are summarized below:

Mergen Divorce Matter, #17283-1				Mergen Custody Matter, #17283-2			
Invoice	Date	Employee	Time	Invoice	Date	Employee	Time
423622	8/7/20	MJA	0.50	423625	8/7/20	MJA	0.50
<i>Research of court file at Cook County Courthouse</i>							
	8/10/20	ASD	0.40		8/10/20	ASD	0.40
		JMH	0.30			JMH	0.30
		CTS	0.40			CTS	0.40
<i>Initial strategy conference with ASD, JMH, and CTS</i>							
	8/11/20	CTS	0.30		8/11/20	CTS	0.30
		AXS	0.30			AXS	0.30
<i>Conference between CTS and AXS in preparation for hearing</i>							
	8/17/20	CTS	0.30		8/17/20	CTS	0.30
<i>Review correspondence from client regarding minor child possibly being in town</i>							
	8/28/20	CTS	0.30		8/28/20	CTS	0.30
		AXS	0.30			AXS	0.30
<i>Conference between CTS and AXS regarding client affidavits and emergency motion</i>							
	8/31/20	CTS	0.50		8/31/20	CTS	0.50
		AXS	0.50			AXS	0.50
<i>Conference between CTS and AXS regarding progress on affidavits in support of emergency motion to return child</i>							
426552	8/31/20	AXS	1.00	426553	8/31/20	AXS	1.00
<i>Review recording of meeting between client and CTS</i>							
	9/1/20	AXS	0.20		9/1/20	AXS	0.20
<i>Finalized draft of affidavit of mother</i>							
	9/14/20	CTS	0.30		9/14/20	CTS	0.30
<i>Litigation strategy conference between CTS, JMH, MAG, and ASD</i>							
	9/23/20	AXS	0.40		9/24/20	AXS	0.40
<i>Updated case analysis</i>							
429304	10/22/20	CTS	0.30	429305	10/22/20	CTS	0.30
<i>Revise litigation strategy report to include updated information regarding court dates and settlement information</i>							
434915	12/15/20	CTS	0.30	434916	12/14/20	CTS	0.30
<i>Telephone calls with client regarding holiday parenting schedule</i>							
440444	2/1/21	JMH	0.30	440445	2/1/21	JMH	0.30

<i>Strategy conference with CTS</i>							
	2/4/21	CTS	0.30		2/4/21	CTS	0.30
		PDM	0.30			PDM	0.30
<i>Strategy conference between CTS and PDM</i>							
443108	3/28/21	PDM	0.30	443109	3/28/21	PDM	0.30
<i>Strategy conference with CTS</i>							
446100	4/1/21	CTS	0.30	446101	4/1/21	CTS	0.30
<i>Telephone call with client regarding status</i>							

91. The billing entries referenced in paragraph 90, above, where an employee of Respondent's made a billing entry in both of Mergen's legal matters containing the same description, had the effect of double billing Mergen for the same work performed. In instances where multiple attorneys participated in a strategy conference and all participating attorneys billed for that conference in Mergen's two respective matters, that caused Mergen to be quadruple or sextuple billed for those meetings.

92. To date, Mergen has paid the Leving Firm at least \$36,900 in legal fees for its representation of Mergen in his divorce and custody matters.

93. Respondent and his firm sought from Mergen an additional \$90,987.49 in legal fees for work allegedly performed in Mergen's divorce and custody matters. In both matters, the Leving Firm attorneys representing Mergen did not achieve his stated goals of retaining custody of his daughter or reaching an agreed dissolution of marriage and custody arrangement in his divorce matter. In May, 2021, when Mergen told the Leving Firm attorneys that he was unwilling or unable to pay any additional fees, the Leving Firm moved to withdraw from his case.

94. The value of the services Mergen received from Respondent and his law firm did not warrant the Leving Firm's retention of the \$36,900 in legal fees it received from Mergen nor the additional \$90,987.49 it was seeking.

95. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including collecting at least \$31,36,900 in legal fees from Mergen and attempting to collect an additional \$90,987.49 for work that the Leving Firm allegedly performed, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, including failing to refund the unearned portion of the \$36,900 in legal fees Mergen paid to Respondent's firm, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT VIII (Blaszcyk)
(Unreasonable fee in the Brian Blaszcyk matter)

96. The Administrator realleges paragraphs one through 17, above.

97. On August 14, 2019, Brian Blaszcyk ("Blaszcyk") met with a Leving Firm attorney for an initial consultation regarding a parentage matter. In that matter, Blaszcyk sought to establish parentage and determine parental responsibilities with regard to his as-yet unborn daughter with Jennifer Haley.

98. On the August 14, 2019, Blaszcyk met with a Leving Firm attorney for an initial consultation regarding his child custody and divorce matters. The Leving Firm intake attorney told Blaszcyk that the attorney with whom he met would be the primary attorney handling his case. No one at the Leving Firm advised Blaszcyk that multiple attorneys would work on his cases on a "team concept" basis, and that multiple attorneys would bill against his retainer. Blaszcyk and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Blaszcyk agreed to pay the Leving Firm an initial retainer of \$4,000. Blaszcyk and the Leving Firm executed a contract for legal services for the Leving Firm to

represent him in the parentage matter, with an initial required retainer of \$4,000, which Blaszyk paid to the Leving Firm.

99. On September 10, 2019, the Leving Firm filed on behalf of Blaszyk a Petition for the Determination of Father/Child Relationship, along with a Petition for the Allocation of Parental Responsibilities, Temporary and Permanent Parenting Time Schedule and Other Relief in the Circuit Court of Cook County. The Clerk of the Court docketed the matter as *Blaszyk v. Haley*, 19 D 80092.

100. On October 4, 2019, Christine Haley gave birth to her and Blaszyk's daughter. Almost immediately after giving birth, Haley moved with the child to St. Louis County in Missouri.

101. Between September 25, 2019, and December 7, 2020, Respondent, or someone under his supervision, caused 17 invoices to be sent to Blaszyk totaling at least \$56,820.56. Respondent, or someone at his direction, caused seven attorneys, three paralegals, three legal assistants, and one private investigator to work on Blaszyk's matter.

102. Between September 2019 and December 2020, the Leving Firm did not achieve Blaszyk's stated goal of determining his parental responsibilities with regard to his daughter. In addition, because Blaszyk's daughter had been residing in Missouri since shortly after her birth, any claims regarding Blaszyk's parental responsibilities would ultimately be determined by a Missouri court, not a Cook County court. Accordingly, in 2020, Blaszyk hired a Missouri attorney to represent his interests with regard to his daughter.

103. As of the date this complaint was filed, Blaszyk has paid the Leving Firm at least \$18,724.35 in legal fees. In or about November 2020, Blaszyk informed the Leving Firm that he wished to proceed only with the representation of a Missouri attorney. Per the Leving Firm's

November 6, 2020, and December 7, 2020 invoices, Leving Firm attorneys spent and charged Blaszyk for at least 6.2 hours for time allegedly spent working on withdrawing from Blaszyk's representation. Respondent and his employees charged Blaszyk \$2,019.00, or over 50% of his initial \$4,000 retainer, to withdraw from his representation in case number 19 D 80092.

104. Since the Leving Firm's withdrawal, Blaszyk continued to pay legal fees to a Missouri attorney for representation in regard to establishing parental responsibilities with regard to his daughter.

105. The value of the services Blaszyk received from Respondent and his law firm did not warrant the Leving Firm's retention of at least \$18,724.35 in legal fees nor the additional \$39,559.71 it attempted to collect from Blaszyk.

106. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. charging or collecting an unreasonable fee, by conduct including collecting at least \$18,724.35 in legal fees from Blaszyk, charging Blaszyk at least \$2,019.00 to withdraw from his legal matters, and attempting to collect an additional \$39,559.71 for work that Respondent's firm allegedly performed between September 2019 to December 2020, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, by conduct including failing to refund the unearned portion of the \$18,724.35 in legal fees Respondent's firm received from Blaszyk, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator respectfully requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
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