

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

In the Matter of:	)	
	)	
JEFFREY GERALD KENDALL,	)	
	)	
Attorney-Respondent,	)	Commission No. 2021 PR 00040
	)	
No. 6192484.	)	

**ANSWER TO COMPLAINT**

NOW COMES the Respondent, Jeffrey Gerald Kendall, by and through his attorney, Philip J. Fowler of Karlin, Fleisher & Falkenberg, LLC, and for his ANSWER TO COMPLAINT, states as follows:

**ANSWER TO COUNT I**

1. In April 2018, and at all times alleged in this complaint, Respondent practiced law in a partnership with Ernest DiBenedetto in a law firm known as DiBenedetto & Kendall, P.C., which concentrated its practice in the representation of individuals who had been accused of criminal conduct. Mr. DiBenedetto, not Respondent was the firm's managing partner.

**ANSWER:** Mr. Kendall admits that he practiced law in a partnership with Ernest DiBenedetto in a law firm known as DiBenedetto & Kendall, P.C., which concentrated its practice in the representation of individuals who had been accused of criminal conduct. The allegation pertaining to the firm's "managing partner" constitutes a legal conclusion and requires no answer thereto. To the extent an answer is required, Mr. Kendall states that the firm was a

two-attorney law firm and both of the persons within the firm were partners, that Mr. DiBenedetto was a 51% owner of the firm and Mr. Kendall was a 49% owner of the firm, and that both partners maintained ownership of firm property and performed activities that could be characterized as management within the firm in their capacity as partner.

2. In 2017, the State's Attorney of DuPage County charged Mariam Gembala ("Gembala") with the misdemeanor offense of criminal damage to property. The matter was docketed by the clerk of the circuit court as *People v. Mariam Gembala*, DuPage County case number 17 CM 2718.

**ANSWER:** Mr. Kendall admits the allegations of paragraph 2.

3. In April 2018 Respondent met with Gembala and she and Respondent agreed that Respondent would represent Gembala in matters relating to the defense of the pending criminal case in DuPage County.

**ANSWER:** Mr. Kendall admits the allegations of paragraph 3.

4. On or about April 26, 2018, Respondent appeared in DuPage County Circuit Court and filed his appearance as counsel for Gembala. At the time Respondent agreed to represent Gembala, he did not have an ongoing sexual relationship with her.

**ANSWER:** Mr. Kendall admits the allegations of paragraph 4.

5. In May 2018, Respondent began to have sexual relations with Gembala while he was still representing her in case number 17 CM 2718.

**ANSWER:** Mr. Kendall admits the allegations of paragraph 5.

6. Between April 26, 2018, and April 17, 2019, Respondent represented Gembala in case number 17 CM 2718 by appearing in court, filing pre-trial motions, and arguing motions

which resulted in the DuPage County State's Attorney's office moving to dismiss the matter. Subsequent to the dismissal of the criminal charges, Respondent filed a petition to expunge the criminal matter from Gembala's record, which was granted.

**ANSWER:** Mr. Kendall admits the allegations of paragraph 6.

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

- a. engaging in a sexual relationship with his client, Mariam Gembala, after the client-lawyer relationship commenced, in violation of Rule 1.8(j) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Mr. Kendall admits the allegations of paragraph 7.

#### **ANSWER TO COUNT II**

8. On or about January 2019, Gembala was unemployed and told Respondent she was looking to obtain a residential lease on a condominium in Lombard with a monthly rent of \$1,400. Respondent knew that Gembala was unemployed at the time he wrote the letter and that her employment history including being a pizza delivery person.

**ANSWER:** Mr. Kendall admits the allegation of paragraph 8.

9. On or about January 2019, Gembala requested that Respondent falsely claim to be her employer in a work verification letter addressed to her prospective landlord so that Gembala could obtain the residential lease.

**ANSWER:** Mr. Kendall admits the allegations of paragraph 9.

10. Respondent agreed to assist Gembala, and on January 30, 2019, Respondent prepared what purported to be an employment verification letter that Respondent caused to be printed on the letterhead stationery of the DiBenedetto & Kendall firm and sent that letter

via his law firm email address to the prospective landlord. Respondent knew that the prospective landlord would rely on the information contained in the letter in assessing Gembala's eligibility to rent the condominium and that the information Respondent provided in the letter was material to the landlord's decision.

**ANSWER:** Mr. Kendall agreed to assist M.G., and on January 30, 2019, he prepared what purported to be an employment verification letter that he caused to be printed on letterhead stationery of the DiBenedetto & Kendall firm and sent that letter via his law firm email address to the prospective landlord. The remaining allegations of paragraph 10 are not within Mr. Kendall's personal knowledge and call for speculation and, therefore, Mr. Kendall denies that he knew that the prospective landlord would rely on the information contained in the letter in assessing M.G.'s eligibility to rent the condominium and that the information Respondent provided in the letter was material to the landlord's decision.

11. Respondent's verification letter stated:

I am one of the managing partners at DiBenedetto & Kendall, P.C. Please allow this letter to serve as employment verification for Mariam Iqbal Gembala. Mariam's current salary is \$40,000 per year. She is paid bi-weekly on the 1<sup>st</sup> and 15<sup>th</sup> of every month.

If you have any further questions or concerns please feel free to contact me directly.

Jeffrey G. Kendall  
Managing Partner  
DiBenedetto & Kendall, P.C.

**ANSWER:** Mr. Kendall admits the allegations of paragraph 11.

12. Based on Respondent's representation that Gembala was employed with DiBenedetto & Kendall, P.C., the landlord rented the unit to Gembala.

**ANSWER:** The allegations of paragraph 12 are not within Mr. Kendall's personal knowledge and call for speculation and, therefore, Mr. Kendall denies the allegations of paragraph 12.

13. Respondent's statements in the purported letter concerning his position at the firm, Gembala's employment at the firm, and her purported salary were false. Respondent was not the firm's managing partner at the time he prepared the letter, nor was Gembala employed at the firm with an annual salary of \$40,000, or any amount, nor did the firm pay her any money, on a bi-weekly basis or otherwise.

**ANSWER:.** Mr. Kendall denies that his statements in the purported letter concerning his employment at the firm were false. In further answer, Mr. Kendall admits that he practiced law in a partnership with Ernest DiBenedetto in a law firm known as DiBenedetto & Kendall, P.C., which concentrated its practice in the representation of individuals who had been accused of criminal conduct. The allegation pertaining to the firm's "managing partner" constitutes a legal conclusion and requires no answer thereto. To the extent an answer is required, Mr. Kendall states that the firm was a two-attorney law firm and both of the persons within the firm were partners, that Mr. DiBenedetto was a 51% owner of the firm and Mr. Kendall was a 49% owner of the firm, and that both partners maintained ownership of firm property and performed activities that could be characterized as management within the firm in their capacity as partner. Mr. Kendall admits that the statements in the letter that Ms. Gembala was employed at the firm with an annual salary of \$ 40,000 at the time he wrote the letter were false. Mr. Kendall admits that the firm did not pay Ms. Gembala any money on a bi-weekly basis or otherwise.

14. Respondent knew his statements in the January 30, 2019, letter to be false when

he made them. Respondent knew that Gembala was never employed at the law firm of DiBenedetto & Kendall, P.C., that she did not earn a salary of \$40,000 per year, that she was not paid on a bi-weekly basis, and that Respondent was not the managing partner of DiBenedetto & Kendall, P.C.

**ANSWER:** Mr. Kendall admits the statements in the January 30, 2019, pertaining to Gembala being employed at the firm, earning a salary of \$ 40,000 per year, and being paid on a bi-weekly basis were false. The allegation pertaining to the firm's "managing partner" constitutes a legal conclusion and requires no answer thereto. To the extent an answer is required, Mr. Kendall states that the firm was a two-attorney law firm and both of the persons within the firm were partners, that Mr. DiBenedetto was a 51% owner of the firm and Mr. Kendall was a 49% owner of the firm, and that both partners maintained ownership of firm property and performed activities that could be characterized as management within the firm in their capacity as partner.

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

- a. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, making false statements to the landlord about his own responsibilities at the DiBenedetto and Kendall firm, about Gembala's purported employment at that firm, about her salary, and about the frequency of payments due to Gembala, all in order to influence the owner to lease a condominium to Gembala, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** The allegations of paragraph 15 amount to the pleaders conclusions of law and fact and, therefore, no answer is required thereto. To the extent an answer is deemed to be required, Mr. Kendall admits that he made false statements in his letter to the landlord about

M.G.'s purported employment at the firm, about her salary, and the frequency of payments due to M.G. Mr. Kendall also admits that the letter was intended to influence the owner to lease a condominium to M.G. Mr. Kendall affirmatively states that this conduct alleged, while a moral failing, constitutes private conduct that does not relate to his professional competence and the legal professional and, therefore, he denies that the conduct alleged constitutes a violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, for all of the above reasons, Respondent, Jeffrey Gerald Kendall, respectfully requests that this Hearing Panel deny the relief requested by the Administrator, dismiss the Complaint and make a recommendation that no discipline is warranted.

#### **RULE 231 DISCLOSURES**

(A) Respondent is not admitted to practice law in any other jurisdictions.

(B) Respondent has never received any other professional license or certificate.

Respectfully submitted,  
JEFFREY GERALD KENDALL

By:   
One of His Attorneys

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**CERTIFICATE OF FILING AND SERVICE**

**TO:** Mr. Michael Rusch  
Litigation Counsel, ARDC  
130 E. Randolph Dr., Suite 1500  
Chicago, IL 60601  
mrusch@iardc.org

The undersigned, a non-attorney, on oath states that Respondent's **Answer** was submitted for electronic filing with the ARDC on July 26, 2021, and that a copy was emailed to the aforementioned individuals and that a filed/stamped copy will be served upon the aforementioned individuals via Odyssey eFile&Serve.

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the statements set forth herein are true and correct.

  
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FILED  
7/26/2021 7:26 PM  
ARDC Clerk