

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

In the Matter of:

JEFFERY MARK LEVING,

Attorney-Respondent,

No. 3125800

Commission No. 2023PR00004

NOTICE OF FILING

TO: MATTHEW LANGO
SCOTT RENFROE
RICHARD GLEASON
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PLEASE TAKE NOTICE that on April 28, 2023, I will e-file **RESPONDENT'S ANSWER TO COMPLAINT** by causing the original copy to be e-filed with the Clerk of the Attorney Registration and Disciplinary Commission.

Respectfully submitted,

/s/ Samuel J. Manella

SAMUEL J. MANELLA
ATTORNEY FOR ATTORNEY-RESPONDENT

SAMUEL J. MANELLA #06190368
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FILED
4/28/2023 12:20 PM
ARDC Clerk

PROOF OF SERVICE

I, SAMUEL J. MANELLA, on oath state that I served a copy of the Notice of Filing, RESPONDENT'S ANSWER TO COMPLAINT on the individuals at the addresses shown on the foregoing Notice of Filing, sent via e-mail at mlango@iardc.org, srenfroe@iardc.org, rgleason@iardc.org, and ARDCeService@iardc.org on April 28, 2023 at or before 4:00 p.m.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

/s/ Samuel J. Manella

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

ANSWER TO COMPLAINT

NOW COMES, Attorney-Respondent, JEFFERY MARK LEVING, by and through his attorney, SAMUEL J. MANELLA, and hereby files his response, pursuant to Supreme Court Rule 753(b), and states and alleges as follows:

Respondent was licensed to practice law in Illinois on December 6, 1979. Respondent was admitted to practice before the U.S. District Court for the Northern District of Illinois on December 13, 1979, and before the U.S. Court of Appeals for the 7th Circuit on August 15, 1980, and before the U.S. Supreme Court on August 10, 2001.

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.

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ANSWER:

Respondent denies that the name of the Firm is “Law Office of Jeffery M. Leving, Ltd.” and affirmatively states that the correct name of the Firm is “Law Offices of Jeffery M. Leving, Ltd.” and admits the remaining allegations of paragraph 1.

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.

ANSWER:

Respondent admits that he has supervisory authority but denies that he exercised supervisory authority at all times as alleged in the complaint.

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.

ANSWER:

Respondent admits that the Firm’s policies and procedures were developed and established by Respondent and Firm management with the assistance of outside counsel with expertise in legal ethics and implemented and supervised by Respondent and Firm management.

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.

ANSWER:

Respondent denies that the firm always provides financial incentives based on these criteria and further denies that the allegations contain a complete listing of the bases for any alleged incentives.

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.

ANSWER:

Respondent objects to the mischaracterization of the use of the term "purported" and admits the remainder of paragraph 5.

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.

ANSWER:

Respondent denies that the alleged "certain clients" were the only clients sought by Respondent.

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.

ANSWER:

Respondent denies the allegations of paragraph 7.

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.

ANSWER:

Respondent denies the allegations of paragraph 8.

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.

ANSWER:

Respondent denies the allegations of Paragraph 9.

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.

ANSWER:

Respondent denies that the Firm's retainer contracts contain minimum billing increments and further answering states that the contracts refer to minimum billing units and further

denies that he required that attorneys charge the minimum billing units.

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.

ANSWER:

Respondent denies that the Firm's retainer contracts contain minimum billing increments and further answering states that the contracts contain minimum billing units and further denies that he required that attorneys charge the minimum billing units.

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.

ANSWER:

Respondent denies that he 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 further denies that the Firm's retainer contracts contain minimum billing increments and further answering states that the contracts contain minimum billing units and further denies that he required that attorneys charge the minimum billing units.

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 perhour, depending on the year which the Leving Firm charged against its clients' retainers.

ANSWER:

Respondent admits the allegations of paragraph 13 and states that the amounts billed are reflected on the invoices, and that the amount did not depend "on the year" as alleged.

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.

ANSWER:

Respondent admits that meetings occurred but not at all times during the complaint as alleged. In addition Respondent was not present for all portions of such meetings and at all such meetings and affirmatively states that he did not manage such meetings and the subject matter included matters other than billing issues.

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.

ANSWER:

Respondent admits that account specialists are employed, but denies their primary function was as stated in the first sentence and affirmatively states their primary function is to help clients keep their balances current and to make satisfactory payment arrangements. Respondent denies the allegations of the second sentence of paragraph 15. Respondent admits the allegations of the last sentence and affirmatively states that any contact with friends or relatives of the clients was with the clients' authorizations.

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."

ANSWER:

Respondent denies the allegations of Paragraph 16.

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%.

ANSWER:

Respondent has insufficient knowledge upon which to form a belief as to the truthfulness of the allegations of paragraph 17 and therefore denies such allegations.

COUNT I (Leonard)

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

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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.

ANSWER:

Respondent denies that Leonard was required to retain Law Offices and therefore denies that he was required to pay an initial retainer. Respondent admits the remaining allegations of paragraph 19.

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.

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 20. Respondent denies the allegations of the second sentence of paragraph 20 and affirmatively states that the retainer contract clearly advised Leonard of the matters alleged in the second sentence. Respondent denies the allegations of the third sentence of paragraph 20 inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent denies any discussion took place as alleged in the third sentence therefore denies that it was the basis for Leonard’s decision to retain the Firm as alleged in the fourth sentence. Respondent admits the allegations of the fifth and sixth sentences of paragraph 20.

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.

ANSWER:

Respondent admits the allegations of paragraph 21.

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.

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 22. Respondent admits that the affidavit listed financial information as represented by Leonard. Respondent denies that the goal was to file the financial affidavit with the Circuit Court of Cook County and admits the remaining allegations of the third sentence of paragraph 22.

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 litigator, 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.

ANSWER:

Respondent admits that 23.20 hours of work was performed on behalf of Leonard but denies that such time was exclusively spent in the preparation of the financial affidavit and denies that the financial affidavit was to be filed in the Circuit Court of Cook County. Respondent admits the allegations of the last three sentences of Paragraph 23. Further answering, Respondent affirmatively states that Leonard's pro se motion to stop child support had been filed on June 22, 2021, prior to the time Leonard retained the Firm. On June 29, 2021, the same date that Leonard retained the Firm, the adverse party filed a response to Leonard's motion and a separate petition to modify child support to terminate support for the emancipated child and continue support for the minor child. Respondent affirmatively states that an agreement was being negotiated with the opposing counsel to reduce the child support payments as requested by Leonard.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 24. Respondent denies the allegations of the second sentence of paragraph 24. The retainer contract executed by Leonard advised Leonard of the use of investigative services. Further, Respondent objects to the mischaracterization of Halick's investigation as "purportedly" and denies the remaining allegations of the third sentence. Respondent denies the allegation of the fourth sentence of paragraph 24 that Leonard did not want to determine the finances of the adverse party which were necessary for purposes of calculating his guideline child support modification, and further answering denies that the investigation performed by Halick was a financial investigation. Respondent admits the allegations in the last sentence of paragraph 24.

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.

ANSWER:

Respondent denies that there was a “lack of action on his behalf” and denies the characterization of Leonard’s communication.

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.

ANSWER:

Respondent admits the allegations of the first sentence. Respondent admits the allegations of the second sentence and further answering states affirmatively that when Leonard terminated the Firm, the Firm was negotiating a reduction of child support pursuant to the current guidelines and emancipation of the older child. Such negotiated agreement would have achieved Leonard’s goals. In addition, Respondent adopts his Response to paragraph 23, supra.

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.

ANSWER:

Respondent denies the allegations of paragraph 27.

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

- i. 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

- ii. 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).

ANSWER:

Respondent denies the allegations of paragraph 28.

COUNT II (Mejia)

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

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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.

ANSWER:

Respondent admits the allegations of the first two sentences of paragraph 30. Respondent denies the allegations of the third sentence and affirmatively states that although from time to time, Ms. Mejia had represented herself, she had five previously law firms of record in the subject proceedings and at the time that she retained the Law Firm, she was being represented by her fifth firm for whom Law Offices substituted and became her sixth firm of record in such proceedings. Respondent admits the allegations of the fourth sentence of paragraph 30.

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 D79423. 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.

ANSWER:

Respondent admits the allegations of the first sentence. Respondent denies that the subject child was a daughter and further answering states that the child is a son and admits the remaining allegations of the second sentence. Respondent denies the allegations of the third and fourth sentences of paragraph 31 and further answering affirmatively states that the retainer contract clearly advised Ms. Mejia of the matters alleged in the fourth sentence. Respondent denies the allegations of the fifth sentence inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent denies that the discussion took place as alleged and therefore denies the basis for Mejia’s decision to retain the Firm.

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.

ANSWER:

Respondent denies that Ms. Mejia was required to retain Law Offices and therefore denies that she was required to pay an initial retainer. Respondent admits the remaining allegations of paragraph 32.

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.

ANSWER:

Respondent admits the allegations in the first sentence of paragraph 33. Respondent admits the allegations of the second sentence but objects to the characterization by use of the term "claims to have performed" and "purported value" and affirmatively states that such services were performed and the fees were earned. Respondent admits the allegations of the third and fourth sentences of paragraph 33, and further states that any suggestion that Ms. Mejia's "change of custody arrangement" or any issue presented could be resolved in such a short period of time is unrealistic as proven by the number of years that the case remained unresolved before Ms. Mejia retained the Firm and the number of years the case remained unresolved after the Firm withdrew.

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.

ANSWER:

Respondent admits the allegations of paragraph 34 other than the designation of "assigned" which Respondent denies and further answering affirmatively states that the fees earned and costs expended are reasonable and necessary and specifically that communications with the opposing counsel, the guardian ad litem and Ms. Mejia were reasonable and necessary in representing Ms. 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.

ANSWER:

Respondent admits the allegations of paragraph 35 and further answering affirmatively states that the fees earned and costs expended are reasonable and necessary and specifically that communications with the opposing counsel, the guardian ad litem and Ms. Mejia were reasonable and necessary in representing Ms. Mejia.

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

ANSWER:

Respondent admits the allegations of paragraph 36.

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.

ANSWER:

Respondent admits the allegations in the first sentence of Paragraph 37. Respondent denies that the referenced email made the specific statements alleged in the second sentence of paragraph 37.

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.

ANSWER:

Respondent admits the allegations of paragraph 38 but objects to the mischaracterization in the use of the term "purported" and further answering affirmatively states that the allegation is misleading in that it only cites a portion of the language in the motion to withdraw regarding the basis for such motion.

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.

ANSWER:

Respondent denies the allegations of paragraph 39.

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

- i. 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
- ii. 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).

ANSWER:

Respondent denies the allegations of paragraph 40.

COUNT III (Syre)

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

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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.

ANSWER:

Respondent admits the allegations of the first two sentence and further answering states that the adverse party's name is "Kathaleen." Respondent admits the allegations of the third sentence. Respondent admits the allegation of the last sentence and further answering states that the issue alleged in such sentence was one of several issues.

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.

ANSWER:

Respondent admits that Syre met with a Firm attorney for an initial consultation and was introduced to an investigator. Respondent denies the second and third sentences of paragraph 43 and further answering affirmatively states that the retainer contract clearly advised Syre of the matters alleged in the second and third sentences. Respondent denies the allegations of the fourth sentence of paragraph 43 inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent admits the allegation in the fifth sentence that Syre agreed to pay the initial retainer but denies that any alleged discussion took place as alleged and therefore denies the basis for Leonard's decision to retain the Firm and additional staff were utilized as needed.

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.

ANSWER:

Respondent admits the allegations of paragraph 44 other than the designation of “assigned” which Respondent denies and further answering affirmatively states that the great majority of the work was performed by two firm attorneys and additional staff were utilized as needed.

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.

ANSWER:

Respondent admits that the attorneys fees earned and costs expended are reflected on the December 22, 2016 invoice but denies that all time entries were billed at minimum increments of 18 minutes. Respondent admits that Ms. Heckman had 26 billing entries as alleged in the second sentence of paragraph 45 but denies that such entries totaled the time stated in the third sentence of paragraph 45 or caused the amount alleged to be billed in the second sentence of paragraph 45. Respondent objects to the characterization of the use of the word “alone” in the third sentence and denies that the hours were artificially increased as alleged in the last sentence but admits the remaining allegations of the last sentence.

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.

ANSWER:

Respondent admits the allegations of the first sentence. Respondent admits that the court granted the motion to withdraw but denies that such withdrawal was eight days before trial and further states that the trial had commenced on January 24, 2017. Furthermore, Syre appeared personally in court when the motion to withdraw was presented, heard and granted and did not object.

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.

ANSWER:

Respondent denies the allegations of paragraph 47. Further answering Respondent affirmatively states that the \$10,000 retainer was earned well before the motion to withdraw was prepared and filed and that other issues were pending as well.

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

ANSWER:

Respondent has insufficient knowledge to form a belief as to the truthfulness of the allegations of paragraph 48 and therefore denies such allegations.

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

ANSWER:

Respondent denies the allegation of paragraph 49 and further answering states that Syre paid \$61,497.71.

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.

ANSWER:

Respondent denies the allegations of paragraph 50.

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

- i. 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
- ii. 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).

ANSWER:

Respondent denies the allegations of paragraph 51.

COUNT IV (Mackin)

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

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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.

ANSWER:

Respondent admits the allegations of paragraph 53.

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.

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 54. Respondent denies the second sentence and further answering affirmatively states that the retainer contract clearly advised Mackin of the matters alleged in the second sentence. Respondent denies the allegations of the third inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent admits the allegation in the fourth sentence that Mackin executed the contract for legal services as stated but denies that any alleged discussion took place as alleged and therefore denies the basis for Mackin’s decision to retain the 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.

ANSWER:

Respondent admits the allegations of the first two sentences of paragraph 55. Respondent denies allegations of the last sentence of paragraph 55 inasmuch as “substantive event” is undefined, conclusory and vague.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 56. Respondent objects to the use of the term “purported” in the second sentence of paragraph 56 and further answering affirmatively states that the billing records are accurate and that the great majority of the work performed on the matter was performed by one firm attorney.

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

ANSWER:

Respondent denies the allegation of paragraph 57.

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.

ANSWER:

Respondent denies the allegations of paragraph 58.

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.

ANSWER:

Respondent admits the allegations of paragraph 59.

60. After the Leving Firm’s withdrawal, Mackin appeared *pro se* in case number 16 D10028 until its resolution because he no longer had the funds to retain legal counsel.

ANSWER:

Respondent has insufficient knowledge on which to form a belief as to the truthfulness of the allegations of paragraph 60 and therefore denies such allegations, which further are immaterial to this matter.

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.

ANSWER:

Respondent denies the allegations of paragraph 61.

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

- i. 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
- ii. 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).

ANSWER:

Respondent denies the allegations of paragraph 62.

COUNT V (Reed)

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

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 64. Respondent admits that the subjects set forth in the second and third sentences of paragraph 64 were sought by Reed.

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.

ANSWER:

Respondent denies the allegations of the first two sentences of paragraph 65 and further answering affirmatively states that the retainer contract clearly advised Reed of the matters alleged in the second sentence. Respondent denies the allegations of the third sentence of paragraph 65 inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent admits the allegation in the fourth sentence that Reed agreed to pay the initial retainer but denies that any alleged discussion took place as alleged and therefore denies the basis for Reed’s decision to retain the Firm. Respondent admits the fifth sentence of paragraph 65.

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.

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 66. Respondent denies the mischaracterization by use of the term “purported” in the second sentence, admits that eight attorneys and two paralegals worked on the matter and further answering affirmatively states that the great majority of the work was performed by two firm attorneys. Respondent admits the allegations of the third sentence other than prevailing against the adverse party’s attempt to hold Reed in contempt of court with the possibility of him losing his liberty by being incarcerated after the case had evolved and become more complex following Reed’s retention of the Firm and further states that any goal not attained was not due to any fault of or lack of effort by Respondent. Respondent denies the allegations of the last sentence of paragraph 66.

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.

ANSWER:

Respondent denies the allegations of paragraph 67.

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.

ANSWER:

Respondent admits that the motion to withdraw was filed and further answering states that such motion was filed on June 22, 2018 and admits the remaining allegations of paragraph 68.

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.

ANSWER:

Respondent admits that account specialists periodically contacted Reed for payment and denies that the fees were “purportedly” owed by Reed and affirmatively states that such fees were reasonable and earned. Respondent denies the second sentence of paragraph 69.

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

ANSWER:

Respondent denies the allegations of Paragraph 70.

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.

ANSWER:

Respondent denies the allegations of Paragraph 71.

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

- i. 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
- ii. 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).

ANSWER:

Respondent denies the allegations of Paragraph 72.

COUNT VI (Ashcraft)

73. The Administrator realleges paragraphs one through 17 above.

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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.

ANSWER:

Respondent admits the allegations of paragraph 74.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 75. Respondent

denies the allegations of the second sentence of paragraph 75. Respondent denies the allegations of the third sentence of paragraph 75 and further answering affirmatively states that the retainer contract clearly advised Ashcraft and Bienias of the matters alleged in the third sentence. Respondent denies the allegations of the fourth sentence of paragraph 75 inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent admits the allegation in the fifth sentence that a contract was signed in said amount with Ashcraft and Bienias, as guarantor, but denies that any alleged discussion took place as alleged and therefore denies the basis for Ashcraft's and Bienias' decision to retain the Firm. Further answering, Respondent denies that Ashcraft and Bienias were required to retain the Firm and therefore denies that they was required to pay an initial retainer.

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.

ANSWER:

Respondent denies the allegation that the invoices totaled \$29,995.40, and further answering affirmatively states that the attorneys fees earned by the Firm and costs expended for the time period were reasonable. Respondent admits the allegations of the second sentence of paragraph 76 other than the designations of "caused" and "assigned" which Respondent denies and further answering states that the great majority of the fees earned were for services performed by one attorney and that additional staff were utilized as needed.

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.

ANSWER:

Respondent denies the mischaracterization that the court appearances were "routine" and admits the time and fees alleged and that there were two case management conferences and denies the remaining allegations of paragraph 77.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 78. Respondent denies the allegations of the second sentence of paragraph 78. Respondent admits the allegations of the last sentence of paragraph 78 and further answering states that any lack of progress or completion was through no fault or lack of effort by Respondent

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.

ANSWER:

Respondent admits the allegations of the first two sentences of paragraph 79. Respondent admits that the court granted the motion to withdraw and further states that the correct date of entry of such order by the court was July 20, 2018.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 80. Respondent denies the allegations of the second sentence of paragraph 80.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 81. Respondent admits the allegations of paragraph 81 and further answering affirmatively states that any lack of accomplishment of Ashcraft's stated goals was through no fault of or lack of effort by Respondent.

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.

ANSWER:

Respondent denies the allegations of paragraph 82.

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

- i. 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
- ii. 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).

ANSWER:

Respondent denies the allegations of paragraph 83.

COUNT VII (Mergen)

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

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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.

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 85 and affirmatively states that the meeting occurred on July 23, 2023. Respondent admits the allegations of the second, third, fourth, fifth and sixth seventh sentences of paragraph 85. Respondent denies the allegations of the seventh and eighth sentences of paragraph 85 and further answering states that Mergen was seeking the return of his daughter from the daughter’s mother’s home in the State of Ohio, where the daughter had been visiting for the summer and was refusing to return to Mergen in Illinois. denies that Mergen was required to retain the Firm and therefore denies that he was required to pay an initial retainer. Further answering, Respondent states that the contract for the dissolution matter was executed on August 3, 2022 and the contract for the custody matter was executed on August 6, 2022 and that the retainer for each matter was \$7500.

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.

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 86 and affirmatively states that the meeting occurred on July 23, 2023. Respondent denies the allegations of the second sentence of paragraph 86. Respondent denies the allegations of the third sentence of paragraph 86 and further answering affirmatively states that the retainer contract clearly advised Mergen of the matters alleged in the third sentence. Respondent denies the allegations of the 4th sentence of paragraph 86 inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent admits the allegation in the fifth sentence that Mergen agreed to pay a retainer but denies that any alleged discussion took place as alleged and therefore denies the basis for Mergen’s decision to retain the Firm and further denies the amount alleged as the initial retainer.

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.

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 87. Respondent admits the allegations of the second sentence of paragraph 87 other than the designation of “caused” and “staffed” which Respondent denies and further answering affirmatively states that the great majority of the work was performed by one attorney and additional staff were utilized as needed.

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.

ANSWER:

Respondent denies the allegations of paragraph 88 and further states that the billing records speak for themselves.

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.

ANSWER:

Respondent admits the allegations of paragraph 89.

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>							

ANSWER:

Respondent denies the allegations of paragraph 90 and further states that the invoices speak for themselves.

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.

ANSWER:

Respondent denies the allegations of paragraph 91.

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.

ANSWER:

Respondent admits the allegations of paragraph 92.

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.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 93 and affirmatively states that an additional \$90,987.49 is due and all fees paid and owed were earned by the firm and are reasonable. Respondent denies the allegations of the second sentence of paragraph 93. And further answering affirmatively states Mergen had sole allocation of the minor child, that the goal of returning the minor child to Illinois was achieved, and settlement negotiations in the dissolution of marriage proceeding were ongoing at the time that Mergen discharged the Firm and that any purported goal that Mergen did not achieve was through no fault or lack of effort of Respondent. Respondent admits that Mergen stated that he was unwilling to pay the Firm and that the Firm moved to withdraw. Further answering, Respondent states Mergen was present in court when the motions to withdraw were presented, heard and granted and did not object.

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.

ANSWER:

Respondent denies the allegations of paragraph 94.

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

- i. 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
- ii. 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).

ANSWER:

Respondent denies the allegations of paragraph 95.

COUNT VIII (Blaszczyk)

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

ANSWER:

Respondent realleges his responses to paragraphs one through seventeen above as if fully set forth herein.

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

ANSWER:

Respondent denies the former client's name is "Blaszczyk" and further answering states that it is "Blaszczyk" and denies that an initial consultation occurred on August 14, 2019 but admits the remaining allegations of paragraph 97.

98. On the August 14, 2019, Blaszczyk met with a Leving Firm attorney for an initial consultation regarding his child custody and divorce matters. The Leving Firm intake attorney

told Blaszyk that the attorney with whom he met would be the primary attorney handling his case. Noone at the Leving Firm advised Blaszyk that multiple attorneys would work on his cases on a “team concept” basis, and that multiple attorneys would bill against his retainer. Blaszyk and the Leving Firm intake attorney discussed the possible outcomes and costs associated with his cases. Based on that discussion, Blaszyk agreed to pay the Leving Firm an initial retainer of \$4,000. Blaszyk 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.

ANSWER:

Respondent denies that an initial consultation occurred on August 14, 2019 and that it regarded divorce matters and further answering admits the remaining allegations of the first sentence of paragraph 98. Respondent denies the allegations of the second sentence of Paragraph 98. Respondent denies the allegations of the third sentence of paragraph 98 and affirmatively states that the retainer contract clearly advised Blaszyk of the matters alleged in the third sentence. Respondent denies the allegations of the 4th sentence of paragraph 98 inasmuch as they imply that the Firm made any representation of promised results or total fees. Respondent admits the allegation in the fifth sentence that Blaszyk agreed to pay the retainer but denies that any alleged discussion took place as alleged and therefore denies the basis for Blaszyk’s decision to retain the Firm. Respondent admits the allegations of the last sentence of paragraph 98 but denies that Blaszyk was required to retain Law Offices and therefore denies that he was required to pay an initial retainer. Respondent admits the remaining allegations of paragraph 98.

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.

ANSWER:

Respondent denies that the matter is docketed as alleged and further answering states that the correct name of the case as docketed is Blaszyk v. Haley, and Respondent admits the remaining allegations of paragraph 99.

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

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 100. Respondent denies the allegations of the second sentence of paragraph 100.

101. Between September 25, 2019, and December 7, 2020, Respondent, or someone under his supervision, caused 17 invoices to be sent to Blaszczyk 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 Blaszczyk's matter.

ANSWER:

Respondent admits the allegations of the first sentence of paragraph 101. Respondent admits the allegations of the second sentence of paragraph 101 other than the designation "caused" which Respondent denies and further answering affirmatively states the great majority of the legal services were performed by two Firm attorneys and additional staff were utilized as needed.

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

ANSWER:

Respondent denies the allegations of the first sentence of paragraph 102. Further answering, Respondent had Blaszczyk adjudicated as the father of the child which is a pivotal step in determining the rights and responsibilities; however, Blaszczyk directed the Firm not to continue to pursue rights which were established through the efforts of the Firm and any lack of progress was through no fault or lack of effort of Respondent. Respondent denies the second sentence as a legal conclusion based upon an

incomplete analysis of the facts and the law and Respondent affirmatively states that Illinois would be the proper forum for consideration of financial issues if Blaszczyk did not move to Missouri or submit to Missouri jurisdiction. Respondent objects to the mischaracterization by use of the term “accordingly” in the third sentence of paragraph 102 and on information and belief admits that Blaszczyk retained Missouri counsel.

103. As of the date this complaint was filed, Blaszczyk has paid the Leving Firm at least \$18,724.35 in legal fees. In or about November 2020, Blaszczyk 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 Blaszczyk for at least 6.2 hours for time allegedly spent working on withdrawing from Blaszczyk’s representation. Respondent and his employees charged Blaszczyk \$2,019.00, or over 50% of his initial \$4,000 retainer, to withdraw from his representation in case number 19 D 80092.

ANSWER:

Respondent denies the allegations of the first sentence paragraph 103. Respondent admits the allegations of the second sentence of paragraph 103. Respondent denies the allegations of the third and fourth sentences of paragraph 103.

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

ANSWER:

Respondent has insufficient knowledge to form a belief as the truthfulness of the allegations of paragraph 104 and therefore denies such allegations.

105. The value of the services Blaszczyk 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 Blaszczyk.

ANSWER:

Respondent denies the allegations of paragraph 105.

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

- i. charging or collecting an unreasonable fee, by conduct including collecting at least \$18,724.35 in legal fees from Blaszczyk, charging Blaszczyk 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
- ii. 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 Blaszczyk, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER:

Respondent denies the allegations of paragraph 106.

WHEREFORE, Attorney-Respondent respectfully requests the complaint be dismissed.

Respectfully submitted,

/s/ SAMUEL J. MANELLA
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