

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

In the Matter of:

THOMAS GUY DEVORE

Commission No. 2024PR00014

Attorney-Respondent,

No. 6305737.

NOTICE OF FILING

TO: Rachel C. Miller
Counsel for Administrator
3161 West White Oaks Drive, Suite 301
Springfield, Illinois 62704
Telephone: (217) 546-3523
Email: RMiller@iadc.org
Email: ARDCeService@iadc.org

PLEASE TAKE NOTICE that on APRIL 15, 2024, I will efile the attached ANSWER TO COMPLAINT by causing the original copy to be efiled 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
77 WEST WASHINGTON STREET
SUITE 705
CHICAGO, ILLINOIS 60602
(708) 687-6300
manellalawoffice@aol.com

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ANSWER TO COMPLAINT

NOW COMES, Attorney-Respondent, THOMAS GUY DEVORE, 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 is licensed to practice law in Illinois in 2011 and is not admitted in any other states. Respondent is admitted to practice in the U.S. District courts for the Central and Southern Districts of Illinois.

COUNT I

(Conflict of Interest – Inappropriate Sexual Relationship with a Client)

1. At all times related to this complaint, Respondent was the sole attorney and owner of DeVore Law Offices, and he maintained an of-counsel relationship with Silver Lake Group, Ltd. (“Silver Lake”). Respondent concentrated his practice in the areas of domestic relations and administrative law.

ANSWER:

Respondent denies the allegations contained in Paragraph 1 of Count I of the Complaint.

2. At all times related to this complaint, Riley Craig (“Craig”), also known as Riley Shaffer, worked as a hairstylist. She owned and operated Bow and Arrow Salon and Extensions, LLC (“Bow and Arrow”) in Springfield, now known as Ri and Co Salon.

ANSWER:

Respondent admits the allegations contained in Paragraph 2 of Count I of the Complaint.

3. On March 20, 2020, Governor Jay Robert Pritzker (“Governor Pritzker”) issued a statewide stay-at-home executive order due to the COVID-19 pandemic, effective March 21, 2020 at 5:00 p.m. The executive order permitted only essential workers and businesses to operate and excluded, among other businesses, the operation of hair salons.

ANSWER:

Respondent admits the allegation contained in Paragraph 3 of Count I of the Complaint and further answering states that the executive order was terminated on May 28, 2020 .

4. On May 5, 2020, Respondent and Craig agreed that Respondent would represent Craig in sending notices seeking relief from Governor Pritzker’s executive order, described in paragraph three, above, to the Sangamon County Department of Public Health, Sangamon County State’s Attorney, and Springfield Police Department. Furthermore, Respondent and Craig agreed that the representation included “written correspondence back to client advising of the response received by the local government agencies, if any.” Respondent and Craig agreed that Craig would pay a fixed fee of \$350 for Respondent’s representation in the matter.

ANSWER:

Respondent admits that he represented Bow & Arrow Salon, and neither admits nor denies that he represented Craig due to insufficient knowledge.

5. On May 11, 2020, Craig paid Respondent \$350 by credit card.

ANSWER:

Respondent admits that Bow and Arrow Salon paid this sum.

6. On May 12, 2020, Respondent sent letters to the Sangamon County Department of Public Health, Sangamon County State's Attorney, and the Sangamon County Sheriff's Office on behalf of Craig and Bow and Arrow Salon. The correspondence stated that Bow and Arrow would continue to provide indoor hair services, and Respondent requested that the Sangamon County Department of Public Health seek a court order within 48 hours to close Bow and Arrow if it determined the salon was a non-essential business.

ANSWER:

Respondent neither admits nor denies the allegation contained in Paragraph 6 of Count I as he does not recall if the letters were just for Bow & Arrow Salon or for Craig.

7. On May 27, 2020, Respondent sent a cease-and-desist notice to Chief Kenny Winslow ("Winslow") of the Springfield Police Department on behalf of Craig and two other individuals in response to a letter received from Winslow regarding the stay-at-home order. In the cease-and-desist notice, Respondent stated, "please be advised my clients no longer desire to receive communication from your office in such a manner without my presence."

ANSWER:

Respondent neither admits nor denies the allegation contained in Paragraph 7 of Count I as he does not recall if the letters were just for Bow & Arrow Salon or for Bow and Arrow Salon and Craig.

8. On or before June 10, 2020, Respondent and Craig agreed that Respondent would represent Craig in a debt collection matter against Craig's client for an unpaid balance of \$624 the client owed to Bow and Arrow.

ANSWER:

Respondent denies, as he represented Bow & Arrow Salon and not Craig in a debt collection matter as alleged in Paragraph 8 of Count I of the Complaint.

9. Respondent and Craig agreed that Respondent would not charge Craig a legal fee for the representation described in paragraph eight, above.

ANSWER:

Respondent denies that a legal fee was discussed re: Craig and admits that he agreed not to charge Bow & Arrow Salon a legal fee as alleged in Paragraph 9 of Count I of the Complaint.

10. On June 10, 2020, Respondent sent the demand letter for \$624 to Craig's client on behalf of Craig.

ANSWER:

Respondent denies that he sent a demand letter "to Craig's client" and admits he sent a demand letter to Bow & Arrow Salon's client as alleged in Paragraph 10 of Count I of the Complaint.

11. On June 15, 2020, Respondent and Craig agreed that Respondent would file an order of protection on behalf of Craig against Craig's mother, Julie Craig ("Julie"). Respondent and Craig also agreed that Respondent would represent Craig in a hearing for the order of protection.

ANSWER:

Respondent admits the allegations contained in Paragraph 11 of Count I of the Complaint.

12. Respondent and Craig agreed that Respondent would not charge Craig a legal fee for the representation described in paragraph 11, above.

ANSWER:

Respondent admits the allegations contained in Paragraph 12 of Count I of the Complaint.

13. On June 15, 2020, Respondent drafted a statement for a petition for emergency order of protection against Julie and filed it on Craig's behalf. The petition for order of protection stated, in part, that Julie was emotionally abusive toward Craig and that Julie entered Bow and Arrow the previous day, June 14, 2020, and yelled at Craig. This matter was docketed as *Riley C. Shaffer v. Julie A. Craig*, 2020 OP 976 (Sangamon County Circuit Court). The court entered an order granting Craig an emergency order of protection and setting the plenary order of protection hearing for July 2, 2020.

ANSWER:

Respondent admits the allegations contained in Paragraph 13 of Count I of the Complaint.

14. On June 15, 2020, Respondent began a sexual relationship with Craig that did not previously exist. Respondent's relationship with Craig continued until February 2023.

ANSWER:

Respondent denies the allegation contained in Paragraph 14 of Count I and states that the sexual relationship started on June 6, 2020.

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

- a. representing a client, Riley Craig, when there is a significant risk that the representation of the client will be materially limited by a personal interest of the lawyer, specifically, Respondent's fiduciary duties to Riley Craig as a client while engaging in a sexual relationship with her, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010); and
- b. having sexual relations with a client after the client-lawyer relationship commenced, by conduct including initiating a sexual relationship with his client, Riley Craig, after the

client-lawyer relationship commenced, in violation of Rule 1.8(j) of the Illinois Rules of Professional Conduct (2010).

ANSWER:

Respondent denies the allegations contained in Paragraph 15 (a) and (b) of Count I of the Complaint.

COUNT II
*(Conflict of Interest – Improper Business
Transaction with a Client)*

16. The Administrator realleges and incorporates paragraphs one through 14, above.

ANSWER:

Respondent realleges and incorporates his answers in Paragraphs 1 through 14, above.

17. Prior to June 16, 2020, Respondent informed Craig that he would help her retain an attorney for a dissolution of marriage. He told Craig that there would be no charge for the legal fees.

ANSWER:

Respondent admits the first sentence of Paragraph 17, and denies the allegation contained in the second sentence of Paragraph 17 of Count II of the Complaint.

18. On June 16, 2020, Respondent asked another attorney at Silver Lake, Erik Hyam (“Hyam”), to represent Craig in a dissolution of marriage proceeding against her husband, Jacob Shaffer.

ANSWER:

Respondent admits the allegations contained in Paragraph 18 of Count II of the Complaint.

19. On June 16, 2020, Respondent drafted various documents for Craig’s dissolution of marriage, including a petition for dissolution of marriage, a petition for temporary relief, an affidavit in support of the petition for temporary relief, a motion for possession of the marital

home, and a summons. Respondent emailed the documents to Hyam.

ANSWER:

Respondent admits the allegations contained in Paragraph 19 of Count I of the Complaint.

20. On June 16, 2020, Hyam filed a dissolution of marriage action on behalf of Craig at the direction of Respondent in a matter that was docketed as *In re the Marriage of Riley N. Craig and Jacob D. Shaffer*, 2020 D 272 (Sangamon County Circuit Court).

ANSWER:

Respondent admits the allegations contained in Paragraph 20 of Count II of the Complaint.

21. During Hyam's representation of Craig, Hyam did not communicate with Craig for the first six months. Respondent communicated with Hyam regarding Craig's dissolution of marriage and then provided that information to Craig. Respondent provided direction to Hyam and made requests that Hyam file certain motions on behalf of Craig.

ANSWER:

Respondent neither admits nor denies the allegation contained in Paragraph 21 of Count II of the Complaint, due to insufficient knowledge.

22. At no time between June 16, 2020 and July 2, 2021, did Hyam or Respondent provide Craig with a billing invoice or payment request for legal services.

ANSWER:

Respondent admits that he never provided such to Craig, and neither admits nor denies the allegations contained in Paragraph 22 of Count II pertaining to Hyam of the Complaint, due to insufficient knowledge.

23. On July 2, 2021, Respondent told Craig that Silver Lake's representation of her was not actually free, and she needed to pay legal fees in the amount of \$5,825.15. Respondent did not

provide Craig with a billing invoice showing services rendered.

ANSWER:

Respondent has no recollection of a specific conversation with Craig on July 2, 2021, but admits the allegation in the first sentence that he told Craig at some time that he would not be charging her any legal fees, and further answering, states that he also told her that she would be responsible for Hyam's legal fees to which she agreed. Respondent admits that Craig was advised of the fees she owed but has no recollection as to how she was advised. Respondent admits the allegation in the second sentence of Paragraph 23 of Count II of the Complaint.

24. On July 2, 2021, after informing Craig that she owed legal fees for her dissolution of marriage, Respondent drove Craig to a U.S. Bank branch. Craig obtained a cashier's check in the amount of \$5,825.15 and gave it to Respondent.

ANSWER:

Respondent admits that he was with Craig when she obtained the cashier's check and denies the balance of Paragraph 24. Respondent's recollection of the above allegation was that Craig would pay when her divorce was over and she received money from same.

25. Respondent caused the cashier's check for \$5,825.15 to be deposited into the DeVore Law Offices operating account.

ANSWER:

Respondent admits that the check was deposited into the DeVore Law Office operation account regarding the allegation contained in Paragraph 25 of Count II of the Complaint and further answering states he has no recollection how the check came to be deposited, and states that the actual amount of the check was \$5,815.15.

26. Prior to July 8, 2021, Hyam informed Craig that he would be withdrawing as her attorney in her dissolution of marriage matter. Craig chose a new attorney, Jonathan Erickson (“Erickson”) of Erickson Law Office in Decatur.

ANSWER:

Respondent neither admits nor denies the allegation contained in Paragraph 26 of Count II of the Complaint due to insufficient knowledge.

27. On July 8, 2021, Hyam filed a motion for substitution of counsel, and he stated that Erickson would substitute in for Hyam.

ANSWER:

Respondent admits he knew a Motion for Substitution was filed, but neither admits nor denies the date it was filed as he has insufficient knowledge as alleged in Paragraph 27 of Count II of the Complaint.

28. July 9, 2021, the court entered an order allowing Hyam to withdraw from 2020 D 272.

ANSWER:

Respondent admits the allegations contained in Paragraph 28 of Count II of the Complaint.

29. Between June 16, 2020 and August 22, 2021, Respondent acquired knowledge of Craig’s income and assets through his preparation of dissolution of marriage documents and his assistance to Craig with the financial bookkeeping for Bow and Arrow.

ANSWER:

Respondent denies the allegations contained in Paragraph 29 of Count II of the Complaint.

30. Between 2020 and August 2021, Craig took steps to form a business that marketed and sold haircare products. Craig developed contacts in the haircare industry, including with

individuals who operated salons that sold haircare products and with individuals who marketed beauty products. Craig also obtained knowledge and skill as a hairstylist.

ANSWER:

Respondent admits regarding the first sentence of Paragraph 30 of Count II of the Complaint that in the Spring of 2021, he learned that Craig had entered into a written agreement with Posh Pr to develop haircare products. Respondent neither admits nor denies the balance of the first sentence due to insufficient knowledge. Respondent neither admits nor denies the allegations contained in the second and third sentences of Paragraph 30 of Count II of the Complaint due to insufficient knowledge.

31. Prior to August 22, 2021, Respondent asked Craig for a business plan for the haircare product business, and he told her that he could assist her in getting bank financing.

ANSWER:

Respondent denies the allegations contained in Paragraph 31 of Count II of the Complaint.

32. Prior to August 22, 2021, Respondent drafted an operating agreement for Future You Brands, LLC (“Future You”), a company he formed with Craig to market and sell hair care products. Respondent’s responsibilities included business management, and Craig’s responsibilities included creative direction and knowledge of the haircare industry.

ANSWER:

Respondent admits the allegations contained in Paragraph 32 of Count II of the Complaint and further answering states that the operating agreement was drafted in late 2021.

33. On August 22, 2021, Respondent and Craig signed an operating agreement for Future You. The operating agreement stated that Respondent and Craig were the initial members and managers of Future You; that they resided at 1834 Reno Road in Sorento, which was

Respondent's residential address; and that Future You's principal office was 1834 Reno Road in Sorento.

ANSWER:

Respondent denies the allegation contained in the first sentence in Paragraph 33 of Count II of the Complaint and further answering states that same was signed at the bank November, 2021. The Respondent admits the allegations in the second sentence and further answering, states that the Respondent's residence address was also Craig's address.

34. On August 22, 2021, Respondent incorporated Future You with the Illinois Secretary of State. Respondent listed himself as the agent of Future You.

ANSWER:

Respondent admits the allegations contained in Paragraph 34 of Count II of the Complaint.

35. Prior to March 29, 2022, Respondent maintained accounts at Bradford National Bank of Greenville, including real estate loans and bank accounts.

ANSWER:

Respondent admits the allegations contained in Paragraph 35 of Count II of the Complaint.

36. Prior to March 29, 2022, Respondent negotiated a line of credit for Future You with Bradford National Bank of Greenville.

ANSWER:

Respondent denies the allegation in Paragraph 36 of Count II of the Complaint, as Future You negotiated the line of credit.

37. On March 29, 2022, Future You obtained a line of credit from Bradford National Bank of Greenville. Under the terms of the note for the line of credit, Future You borrowed a principal loan amount of \$500,000 at an interest rate of 6.75%.

ANSWER:

Respondent admits the allegations contained in Paragraph 37 of Count II of the Complaint and further answering states that on November 2021 Future You obtained a loan for \$250,000 to start the business.

38. Respondent signed the promissory note in his capacity as a manager of Future You, and the mortgage for the loan stated that Respondent executed the mortgage with Bradford National Bank of Greenville as “Trustee on behalf of DeVore Family Land Trust.” He provided collateral for the loan in the form of the DeVore Family Land Trust.

ANSWER:

Respondent admits the allegations contained in Paragraph 38 of Count II of the Complaint.

39. Craig signed a personal guaranty for the mortgage for the loan.

ANSWER:

Respondent admits the allegation contained in Paragraph 39 of Count II of the Complaint and further answering states that he also signed a personal guaranty, and both were signed in November 2021 at the request of the bank.

40. On October 28, 2022, Future You obtained an increase on the note for the line of credit from Bradford National Bank of Greenville. Under the terms of the note, Future You borrowed an additional \$100,000, which brought the line of credit amount to \$601,829, with an interest rate of 6.75%. The maturity date of the loan was June 1, 2023.

ANSWER:

Respondent admits the allegations contained in Paragraph 40 of Count II of the Complaint.

41. On or around October 28, 2022, Craig, as a guarantor, executed a commercial guaranty for the increase on the line of credit described in paragraph 40, above.

ANSWER:

Respondent denies the allegation contained in Paragraph 41 of Count II of the Complaint.

42. At no time prior to March 29, 2022, did Respondent advise Craig that she had the right to seek the advice of independent counsel with respect to the transaction described in paragraphs 37 through 41, above, nor did Respondent have Craig give written informed consent to the terms of the transaction.

ANSWER:

Respondent admits the allegations contained in Paragraph 42 of Count II of the Complaint as Respondent did not have any such conversations with Craig as Craig was not Respondent's client at the relevant time, and further answering states that Respondent and Craig were in a long-term personal committed relationship and living together.

43. reason of the conduct described above; Respondent has engaged in the following misconduct:

- a. entering into a business transaction with a client, by conduct including entering into an operating agreement in which Respondent and Riley Craig were each members and which formed the basis for Riley Craig and Respondent entering into a loan agreement for \$601,829 on behalf of Future You, without 1) informing Riley Craig that she had the right to seek advice from independent counsel; and 2) obtaining the informed consent of Riley Craig, in a writing signed by Riley Craig, to the essential terms of the operating agreement, in violation of Rule 1.8(a) of the Rules of Professional Conduct (2010).

ANSWER:

Respondent denies the allegations contained in Paragraph 43 (a) of Count II of the Complaint

COUNT III

(Using Means for No Other Purpose than to Embarrass, Burden, or Delay a Third Person and Filing Frivolous Litigation)

44. The Administrator realleges and incorporates paragraphs 16 through 42, above.

ANSWER:

Respondent realleges and incorporates his answers to Paragraphs 16 through 42, above.

45. On May 31, 2023, Craig filed a Chapter 7 bankruptcy petition in the Bankruptcy Court for the Central District of Illinois, in a matter docketed as *In re Bankruptcy of Riley Craig*, 23-70449 (Central District of Illinois, Bankruptcy Court). Craig sent an email to Respondent on May 31, 2023, informing him that she filed for a bankruptcy. Respondent received that email on or about May 31, 2023.

ANSWER:

Respondent admits the allegations contained in Paragraph 45 of Count III of the Complaint.

46. On June 1, 2023, Respondent, in his capacity as attorney for Future You, sent an email to Craig and three creditors of Future You. In the email, Respondent stated to the creditors, in reference to Craig's bankruptcy:

“This is not a personal debt of Riley but as you can tell she's ignorant of pretty much anything; hence, why she was treated like a child with lack of access to the finances. I understand you are not making threats but merely engaging in collection efforts like a grown adult. You are dealing with a petulant child who has no idea what to say or do. She can't even figure out you did copy me on this correspondence. My apologies for her nasty character.”

ANSWER:

Respondent admits the allegation in Paragraph 46 of Count III of the Complaint that he sent the emails but denies that he sent it as attorney for Future You.

47. Respondent's statements in paragraph 46, above, that Craig is “ignorant of pretty much anything,” was a “petulant child who has no idea what to say or do,” that she “can't even figure out you did copy me on this correspondence,” and that Respondent apologized “for her nasty character” had no substantial purpose other than to embarrass, delay or burden Craig.

ANSWER:

Respondent denies and objects to the legal conclusion set forth therein in Paragraph 47 of Count III of the Complaint.

48. On June 2, 2023, Respondent filed a lawsuit against Craig in a matter docketed as *Future You Brands, LLC and Thomas Devore v. Riley N. Craig*, 2023 CH 3 (Bond County Circuit Court). The complaint alleged that Craig failed to perform marketing duties for Future You and that she siphoned assets of the company. Respondent sought judicial dissolution of Future You, the judicial dissociation of Craig from Future You, and an accounting.

ANSWER:

Respondent admits the allegations contained in Paragraph 48 of Count III of the Complaint and further answering states that he sought injunctive relief as well.

49. On June 6, 2023, Respondent filed an emergency temporary restraining order in 2023 CH 3. He alleged that Craig filed a petition for bankruptcy, that she refused to turn over certain assets to Respondent, and that Craig wanted to cause “financial harm” to the plaintiffs, Respondent and Future You.

ANSWER:

Respondent admits the allegations contained in Paragraph 49 of Count III of the Complaint.

50. At all times related to this complaint, 11 U.S.C. §362(a) of the U.S. Bankruptcy Code, provided that the filing of a voluntary bankruptcy petition operates as an automatic stay. The automatic stay serves to protect a debtor from the collection activities of creditors, and it also preserves the estate for the benefit of the creditors.

ANSWER:

Respondent admits the allegations contained in Paragraph 50 of Count III of the Complaint.

51. Respondent's filing the complaint described in paragraph 48, above, and the emergency temporary restraining order described in paragraph 49, above, were improper because an automatic stay existed in Craig's bankruptcy.

ANSWER:

Respondent denies the allegation contained in Paragraph 51 of Count III of the Complaint, as Respondent was not a creditor and was only seeking injunctive relief for the actions Craig took after she filed for bankruptcy.

52. Respondent knew at the time he filed the complaint in 2023 CH 3 and the emergency temporary restraining order in that matter that there was an automatic stay in Craig's bankruptcy.

ANSWER:

Respondent admits the allegation in Paragraph 52 of Count III of the Complaint.

53. Respondent's filing 2023 CH 3, as described in paragraph 48, above, and filing an emergency temporary restraining order as described in paragraph 49, above, had no substantial purpose other than to embarrass, delay or burden Craig.

ANSWER:

Respondent denies the allegations contained in Paragraph 53 of Count III of the Complaint.

54. On June 7, 2023, Judge Andrew Caruthers entered a stay in 2023 CH 3, because Craig had a pending bankruptcy. The court advised Respondent to notify the court if there was a change in Craig's bankruptcy proceeding so that 2023 CH 3 could be reset.

ANSWER:

Respondent admits the allegations contained in Paragraph 54 of Count III of the Complaint.

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

- a. bringing a proceeding without a basis in law and fact for doing so that is not frivolous, by conduct including filing 2023 CH 3 in Bond County despite Respondent knowing that an automatic stay was entered in Riley Craig's bankruptcy, in violation of Rule 3.1 of the Illinois Rules of Professional Conduct (2010);
- b. knowingly disobeying an obligation under a tribunal, by conduct including filing 2023 CH 3 in Bond County, which constituted violating the automatic stay in Riley Craig's bankruptcy, in violation of Rule 3.4(c) of the Illinois Rules of Professional Conduct (2010); and
- c. engaging in conduct, while representing a client, that has no substantial purpose other than to embarrass, delay, or burden a third person, by conduct including engaging in litigation, contact, or communication, as described in paragraphs 46, 48, and 49, above, while representing Future You, in violation of Rule 4.4(a) of the Illinois Rules of Professional Conduct (2010).

ANSWER:

Respondent denies the allegations contained in Paragraph 55 (a) through (c) of Count III of the Complaint.

COUNT IV

*(Using Means for No Other Purpose than to Embarrass, Burden,
or Delay a Third Person and Filing Frivolous Litigation)*

56. The Administrator realleges and incorporates paragraphs 44 through 54, above.

ANSWER:

Respondent realleges and incorporates his answers to paragraphs 44 through 54, above.

57. On June 22, 2023, the Administrator sent a letter via email to Respondent's registered email address at tom@silverlakelaw.com and notified Respondent that the ARDC had received a report regarding Respondent's conduct, as described in Count I and Count II, above. The letter stated that the Administrator had docketed an investigation and requested that Respondent provide a written response to the allegations within 14 days.

ANSWER:

Respondent admits the allegations contained in Paragraph 56 of Count IV of the Complaint and further answering states that he does not recall when he read the email.

58. Later in the day on June 22, 2023, and after receiving the letter from the Administrator described in paragraph 57, above, Respondent filed a petition for an emergency order of protection against Craig, docketed as *Thomas G. Devore v. Riley N. Craig*, 2023 OP 55 (Bond County Circuit Court).

ANSWER:

Respondent admits the allegations contained in Paragraph 58 of Count IV of the Complaint and further answering states that though filed on June 22, 2023 by staff, it was prepared the evening of June 21, 2023, and that his filing of the Petition had nothing to do with the ARDC letter. Additionally, Respondent was waiting for relevant documentation to include in the pleading which he did not receive until the afternoon of June 22, 2023.

59. In the petition for emergency order of protection, Respondent stated, in part, that Craig engaged in “defamatory public comments” that caused Respondent “emotional distress” and interfered with Respondent’s “liberty interests in [Future You]” and that Craig engaged in conduct intended to destroy Future You. Respondent requested the court enter an order requiring Craig to not harass, stalk, or interfere with his personal liberty; participate in a domestic violence partner abuse program; obtain a mental health evaluation and to successfully complete all recommendations; and bar Craig from making any social media posts about Respondent.

ANSWER:

Respondent admits the allegations contained in Paragraph 59 of Count IV of the Complaint.

60. On June 23, 2023, the court entered an order stating that Respondent failed to satisfy the requirements for an emergency order of protection and, therefore, the emergency order

of protection was denied. The court set a plenary order of protection hearing for July 14, 2023.

ANSWER:

Respondent admits the allegations contained in Paragraph 60 of Count IV of the Complaint.

61. Respondent filing the petition for emergency order of protection based on Future You business issues, as described in paragraph 59, above, was improper because an automatic stay existed in Craig's bankruptcy.

ANSWER:

Respondent denies the allegations contained in Paragraph 61 of Count IV of the Complaint as it was proper due to Craig's stalking and harassing of him, post-filing. Further answering, Respondent was not a creditor of the Bankruptcy estate at this time.

62. Respondent knew at the time he filed the petition for emergency order of protection, described in paragraph 56, above, that there was an automatic stay in Craig's bankruptcy.

ANSWER:

Respondent admits the allegations contained in Paragraph 62 of Count IV of the Complaint.

63. Respondent's filing 2023 OP 55, as described in paragraph 59, above, had no substantial purpose other than to embarrass, delay or burden Craig.

ANSWER:

Respondent denies the allegations contained in Paragraph 64 of Count IV of the Complaint.

64. On July 11, 2023, Craig retained attorney Jeremy Sackett ("Sackett") to represent her in 2023 OP 55. After Sackett entered his appearance, the parties agreed to continue the plenary hearing to August 11, 2023. Respondent subsequently agreed to dismiss the petition for order of protection, and the court dismissed the matter on August 11, 2023.

ANSWER:

Respondent admits the allegations contained in Paragraph 64 of Count IV of the Complaint

and further answering states that he agreed to dismiss with the agreement Craig would stop her behavior.

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

- a. bringing a proceeding without a basis in law and fact for doing so that is not frivolous, by conduct including filing 2023 OP 55, based on Future You business issues, in Bond County despite Respondent knowing that an automatic stay was entered in Riley Craig's bankruptcy, in violation of Rule 3.1 of the Illinois Rules of Professional Conduct (2010);
- b. knowingly disobeying an obligation under a tribunal, by conduct including filing 2023 OP 55, based on Future You business issues, in Bond County, which constituted violating the automatic stay in Riley Craig's bankruptcy, in violation of Rule 3.4(c) of the Illinois Rules of Professional Conduct (2010); and
- c. engaging in conduct, while representing a client, that has no substantial purpose other than to embarrass, delay, or burden a third person, by conduct including engaging in litigation, contact, or communication, as described in paragraph 59, above, in violation of Rule 4.4(a) of the Illinois Rules of Professional Conduct (2010).

ANSWER:

Respondent denies the allegations contained in Paragraph 66 (a) through (c) of Count IV of the Complaint.

COUNT V

(Conduct Prejudicial to the Administration of Justice)

66. The Administrator realleges and incorporates paragraphs 56 through 64, above.

ANSWER:

Respondent realleges and incorporates his answers to paragraphs 56 through 64, above.

67. On August 9, 2023, Craig's bankruptcy attorney, Joseph Pioletti ("Pioletti") filed a motion for sanctions for violating the automatic stay against Respondent in Craig's bankruptcy.

ANSWER:

Respondent admits the allegations contained in Paragraph 67 of Count V of the Complaint.

68. The motion for sanctions included 16 exhibits that referenced various social media posts posted on Facebook by Respondent, Respondent filing 2023 CH 3, Respondent filing 2023 OP 55, and various emails sent by Respondent to Craig, Pioletti, and vendors of Future You.

ANSWER:

Respondent admits the allegations contained in Paragraph 67 of Count V of the Complaint.

69. On September 19, 2023, Judge Mary P. Gorman (“Judge Gorman”) held a hearing on the motion for sanctions.

ANSWER:

Respondent admits the allegations contained in Paragraph 69 of Count V of the Complaint.

70. On October 23, 2023, Judge Gorman entered an order and opinion addressing the motion for sanctions. In her opinion, Judge Gorman stated that Respondent’s conduct, including filing 2023 CH 3 and 2023 OP 55, was “willful” and amounted to “egregious violations of the stay.” Judge Gorman also stated that Respondent’s “attempt to shoehorn his business disputes with [Craig] into an action for an order of protection” violated the automatic stay in the bankruptcy and was also “highly offensive considering the problems that the [Illinois Domestic Violence Act] was enacted to combat.”

ANSWER:

Respondent admits the allegations contained in Paragraph 70 of Count V of the Complaint.

71. Judge Gorman ordered Respondent to pay Craig, within 30 days, \$3,000 in actual damages and \$7,500 in punitive damages. The order also stated that Respondent was required to pay Pioletti, within 30 days, \$2,904 in attorney’s fees.

ANSWER:

Respondent admits the allegations contained in Paragraph 71 of Count V of the Complaint.

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

- a. bringing a proceeding without a basis in law and fact for doing so that is not frivolous, by conduct including filing 2023 CH 3 in Bond County despite Respondent knowing that an automatic stay was entered in Riley Craig's bankruptcy, and for filing 2023 OP 55 in Bond County despite knowing that Respondent had no good faith basis for an order of protection against Riley Criag, in violation of Rule 3.1 of the Illinois Rules of Professional Conduct (2010);
- b. knowingly disobeying an obligation under a tribunal, by conduct including filing 2023 CH 3 and 2023 OP 55, which constituted violating the automatic stay in Riley Craig's bankruptcy, in violation of Rule 3.4(c) of the Illinois Rules of Professional Conduct (2010); and
- c. engaging in conduct that is prejudicial to the administration of justice, by conduct including violating the automatic stay in Riley Craig's bankruptcy case by filing and being sanctioned in an order and opinion by Judge Mary P. Gorman, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER:

Respondent denies the allegations contained in Paragraph 72 (a) through (c) of Count V of the Complaint.

COUNT VI

(Contacting an Individual the Attorney Knows to be Represented by Counsel)

73. The Administrator realleges and incorporates paragraphs 66 through 71, above.

ANSWER:

Respondent realleges and incorporates his answers to paragraphs 66 through 71, above.

74. On July 28, 2023, Respondent, in his capacity as attorney for Future You, sent an email to Craig; Craig's bankruptcy attorney, Joseph Pioletti ("Pioletti"); Justin Laughter

(“Laughter”); and Nathan Wallace (“Wallace”). Laughter previously provided legal services to Future You for a trademark matter, and he sought payment for those legal services. Wallace represented Respondent personally as a creditor in Craig’s bankruptcy. In the email, Respondent stated, in part, the following:

“While Riley and I are both still managers of the LLC, Riley has filed personal bankruptcy and more importantly has otherwise intentionally engaged in efforts subsequent to her filing of bankruptcy to completely destroy the company. At this time, the company is setting [*sic*] idle being unable to recover from her intentional acts. This was her admitted plan to many people, and I [*sic*] numerous written pieces of correspondence to corroborate that was her plan. As such, payments to any vendor are impossible given her nefarious actions. I apologize to you but it’s well beyond my control at this point.”

ANSWER:

Respondent admits the allegations of Paragraph 74 of Count VI of the Complaint as this relates to his personal conduct and further answering denies that he sent the email in his capacity as attorney for Future You.

75. At the time Respondent sent the email described in paragraph 74, above, he knew that Pioletti represented Craig in her bankruptcy and that there was an automatic stay in the bankruptcy.

ANSWER:

Respondent denies the allegations in Paragraph 75 of Count VI of the Complaint and further answering states the email had nothing to do with Riley’s bankruptcy, it was about Future You business.

76. On July 31, 2023, Respondent, in his capacity as attorney for Future You, sent an email to Craig, Pioletti, and Wallace. In the email, Respondent referenced a letter and invoices he received from Joshua D. Kipp (“Kipp”), an attorney for Aeronet Worldwide (“Aeronet”), a global freight company. Respondent referenced the letter and invoices he received from Aeronet for

Future You freight services. In the email, Respondent stated:

“While I assume you [Craig] received this demand, I am sending it to you directly to make sure you didn’t just throw it in the trash without looking at it as there needs to be a response. Regardless of all else going on, we are both still managers of this company. The mere filing of bankruptcy does not in and of itself resolve the fact that you are still a managing member which is something I hope [Pioletti] can explain if he has not already. I cannot and should not be the one who decides in a vacuum what to say to these people.

I will respond to this company by the end of the week alone if you choose to not respond with any input. If you want to resign as a managing member that would be fine with me too. Given all you have already done to destroy [Future You], there is not much left to manage at this point anyways. This is a fact that will be dealt with in due course but for now I would ask for either a resignation as a manager so I can act alone or your input as to what needs to be said to these people.

Given the reality that [Future You] and myself will be pursuing post-bankruptcy filing judgment against you for hundreds of thousands of dollars for bad faith, what happens with this potential suit against [Future You] by Aeronet should be very important to you. Choosing to ignore it may not be wise.

At a minimum, I hope [Pioletti] takes the time to advise you that seeking counsel on these non-bankruptcy related matters would be wise.

Respectfully,
Thomas G. DeVore
Attorney at Law”

ANSWER:

Respondent admits the allegations of Paragraph 76 of Count VI of the Complaint as this relates to his personal conduct as the Co-Manager of Future You, and further answering denies that he sent the email in his capacity as attorney for Future You. Further answering Respondent states that he only included attorney Joseph Pioletti as he requested to be included in any emails concerning Future You, whether Bankruptcy related or not.

77. At the time Respondent sent the email in paragraph 76, above, he knew that Pioletti represented Craig in her bankruptcy

ANSWER:

Respondent admits the allegations contained in Paragraph 77 of Count VI of the Complaint.

78. In Pioletti's August 9, 2023 motion for sanctions alleging stay violations, he included various emails Respondent sent to Craig and creditors of Future You about unpaid accounts.

ANSWER:

Respondent admits the allegations contained in Paragraph 78 of Count VI of the Complaint.

79. In Judge Gorman's October 23, 2023 order and opinion, she found that, while not separate stay violations, Respondent's emails to Craig and creditors of Future You were aggravating factors that contributed to an award of \$3,000 in punitive damages against Respondent.

ANSWER:

Respondent admits the allegations contained in Paragraph 79 of Count VI of the Complaint.

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

- a. in the course of representing a client, communicating about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, without the consent of the other lawyer or without authorization to do so by law or a court order, by conduct including emailing Riley Craig about her bankruptcy in the emails described in paragraphs 74 and 76, above, despite knowing Riley Craig was represented by counsel, and without the consent from Riley Craig's attorney or the authority under law or court order, in violation of Rule 4.2 of the Illinois Rules of Professional Conduct (2010); and

- b. engaging in conduct that is prejudicial to the administration of justice, by conduct including violating the automatic stay in Riley Craig's bankruptcy case and being sanctioned in an order and opinion by Judge Mary P. Gorman, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER:

Respondent denies the allegations contained in Paragraph 80 of Count VI (a) and (b) of the Complaint

WHEREFORE, the Respondent prays that the Complaint be dismissed.

Respectfully submitted,

/s/ Samuel J. Manella

SAMUEL J. MANELLA, Attorney for Respondent

SAMUEL J. MANELLA
ATTORNEY FOR RESPONDENT
77 WEST WASHINGTON STREET
SUITE 705
CHICAGO, ILLINOIS 60602
(708) 687-6300
manellalawoffice@aol.com