

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

In the Matter of: )  
 )  
 MATTHEW ERIC PEEK, ) Commission No. 2022PR045  
 )  
 Attorney-Respondent, )  
 )  
 No. 6313706 )

**ANSWER**

NOW COMES attorney, Matthew E. Peek, personally and pro se, and for his Answer to the Complaint filed in the above title cause states as follows:

COUNT I

1. Admit.

2. Deny. In 2016 the Respondent was employed at Erwin, Martinkus & Cole, Ltd. The Respondent’s billable rate at Erwin, Martinkus & Cole was \$175.00 per hour. The Respondent continued at this same rate while employed at Kesler, Nelson, Garman, Brougher & Townsley, P.C. from August, 2019, until February, 2021. The Respondent’s hourly billable rate became \$225.00 per hour when he started employment with Rincker Law, PC., on February 8, 2022.

3. Admit.

4. Admit.

5. The Respondent does not recall whether he informed Sam Preston of the motion for summary judgment. The Respondent admits he did not inform Kellie Gomez f/k/a Kellie Preston.

6. Admit.

7. Admit.

8. Admit.

9. Admit.

FILED  
6/6/2022 12:00 AM  
ARDC Clerk

10. The Respondent admits the gist of this allegation; however, the Respondent's recollection is that he informed Mr. Preston not that the judgment was not a problem but rather that the Respondent believed it could be reversed.

11. Admit.

12. Admit.

13. Admit.

14. a. Admit.

b. Admit.

c. Admit with the same caveat as paragraph 5 above.

d. Admit.

e. Admit.

## COUNT II

15. Admit.

16. The Respondent admits the allegations of this paragraph but states affirmatively that his hourly rate was \$175.00 per hour during his employment at Erwin, Martinkus & Cole, Ltd.

17. Admit.

18. The Respondent admits the allegations of this paragraph but states affirmatively that the law firm name was Kesler, Nelson, Garman, Brougher & Townsley, P.C.

19. Admit.

20. Admit.

21. The Respondent admits the allegations of this paragraph but denies the checks were given to him and states affirmatively that the checks were never given to the Respondent to forward. The checks were forwarded to Unique Homes and Lumber by the firm's bookkeeper.

22. The Respondent admits the allegations of this paragraph but states affirmatively that he did not begin working at Rincker Law, P.C., until February 8, 2022. The Respondent further denies he forwarded the checks to Randy Porter. The checks were given to Unique's new counsel, Richard Harden at Thomas Mamer.

23. Admit.

24. Admit.

25. Admit.

26. Admit.

27. Admit.

28. The Respondent has no information to admit or deny this allegation, but has no reason to deny it.

29. Admit.

30. The Respondent admits the allegations of this paragraph but denies that Michelle Morse was his assistant. The Respondent had no legal assistant at this time.

31. Admit.

32. The Respondent has no recollection of receiving this letter.

33. The Respondent admits receiving Harden's email, and recalls that he signed the signed and forwarded the Order of Substitution.

34. Admit.

35. Admit.

36. Admit.

37. The Respondent has no knowledge of the Subpoena Duces Tecum and therefore denies this allegation.

38. Admit.

39. The Respondent has no information to admit or deny this allegation, but has no reason to deny it.

40. The Respondent admits that he provided 13 checks to Harden and further states that he also included an accounting of those checks. Other than the 13 checks already identified the Respondent received no funds from ADP.

41. a. Admit.

b. Admit.

c. Admit.

d. Deny, as all but two checks were made to Kesler Law Firm, for which Respondent had no signing or depositing authority, and which was closed. The Respondent had

initially discussed with Randy Porter having Rincker Law retained as counsel for Unique Homes and Lumber but Randy Porter refused the terms requested by Rincker.

e. Admit.

COUNT III

42. Admit.

43. Admit.

44. Admit.

45. Admit.

46. Deny.

47. Deny.

48. Admit.

49. The Respondent admits the factual recitation but denies that he said, "I promise I won't get any in your hair." and states affirmatively that he stated, "If you just let me finish, I promise I'll get out of your hair."

50. Deny.

51. The Respondent substantially admits the allegation of this paragraph but states affirmatively that his actual words were "[the client] should be involuntarily sodomized, and just for her I would throw in some sand."

52. Deny.

53. a. Deny.

WHEREFORE the Respondent prays that this matter is not ineligible for diversion, or the Respondent, having substantially admitted his conduct, can work with the Administrator to determine an appropriate resolution.

By:       s/Matthew E. Peek \_\_\_\_\_  
Matthew E. Peek

