

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

In the Matter of:

JASON RUSSEL CARAWAY,

Attorney-Respondent,

No. 6291446..

Comm. No. 2022PR00046

ANSWER

NOW COMES Respondent, Jason R. Caraway, by and through his attorney, James A. Doppke, Jr., Robinson, Stewart, Montgomery & Doppke, LLC, and for his answer to the Administrator's Complaint in this matter, states as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. At all times related to this complaint, Respondent was a partner at Caraway, Fisher & Broombaugh, P.C., a personal injury law firm in Belleville, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 1.

2. At all times related to this complaint, Respondent maintained and was a signatory on an IOLTA client trust account ending in 6029 and held at Associated Bank ("trust account 6029"). The account was titled "Caraway, Fisher and Broombaugh, P.C. Client Trust Fund."

ANSWER: Respondent admits the allegations contained in paragraph 2.

COUNT I

(Alleged conversion of \$4,634.94 of client funds, misrepresentation to a client, and lack of diligence – Yolanda Harris)

3. On August 16, 2016, Yolanda Harris (“Harris”) was involved in an automobile accident. Harris suffered injuries and incurred medical bills as a result of the accident. The other motorist who was involved in the accident with Harris did not have insurance.

ANSWER: Respondent admits the allegations contained in paragraph 3 upon information and belief.

4. Shortly after the accident, Harris contacted Judith Wilson (“Wilson”), an attorney in Belleville, for legal assistance. Wilson referred Harris to Respondent. In September 2016, Harris met with Respondent, and Respondent and Harris agreed that Respondent would represent Harris in an uninsured motorist claim against Government Employees Insurance Company (“GEICO”), Harris’ insurer. Respondent and Harris agreed that Respondent would receive attorney fees equal to one-third of any settlement monies received, and that Respondent would pay Wilson a referral fee from the fees that he received. Harris provided Respondent with all of the bills that she had received from the medical providers that treated her injuries.

ANSWER: Respondent admits the allegations contained in the first two sentences of paragraph 4 upon information and belief. Respondent admits the third and fourth sentences of paragraph 4. Respondent admits the fifth sentence of paragraph 4 upon information and belief.

5. On or before June 19, 2017, Respondent and Harris agreed to settle the uninsured motorist claim against GEICO for \$25,000, including \$10,000 in payments to nine lienholders that Respondent agreed to resolve and compromise.

ANSWER: Respondent admits the allegations contained in paragraph 5.

6. On or about June 19, 2017, GEICO sent a letter to Respondent with a release and trust agreement. In their letter, GEICO informed Respondent that a settlement check in the amount of \$25,000 would be mailed to Respondent under separate cover.

ANSWER: Respondent admits the allegations contained in paragraph 6.

7. On or before June 22, 2017, Respondent received check number 189048775 in the amount of \$25,000 from GEICO, which represented the settlement of Harris' uninsured motorist claim against GEICO.

ANSWER: Respondent admits the allegations contained in paragraph 7 upon information and belief.

8. On or about June 22, 2017, Harris met with Respondent in his office. Respondent presented Harris with a settlement statement and the release and trust agreement that GEICO had sent to Respondent. The settlement statement indicated that the total settlement was \$25,000, and listed total attorney fees in the amount of \$7,000 (\$4,669 to Respondent's firm and \$2,331 to Wilson), total attorney costs in the amount of \$206.18, and a total medical provider payback amount of \$10,000 to be distributed among the following nine medical providers:

MEDICAL PROVIDER	DATE(S) OF SERVICE	LIEN AMOUNT
Dr. Matthew Gomet	8/31/16-4/20/17	\$251.96
MRI Partners	8/31/16	\$747.21
Washington University Physicians	8/16/16-8/17/16	\$669.36
Barnes Jewish Hospital	8/16/16-8/17/16	\$5,175.79
Abbott Ambulance	8/16/16	\$356.07
Clinical Radiologists	8/16/16	\$188.54
CEP America (ER)	8/16/16	\$220.69
Memorial Hospital	8/16/16	\$5,625.64
MedStar Ambulance	8/16/16	\$1,252.17
		TOTAL = \$14,487.43

The settlement statement also indicated that the total amount that was due to Harris after attorney fees and costs, and the payment of all liens, was \$7,793.82. On June 22, 2017, Harris signed the release and trust agreement.

ANSWER: Respondent admits the allegations contained in paragraph 8.

9. On June 22, 2017, Respondent deposited check number 189048775 into trust account 6029. On June 23, 2017, Respondent drew check number 7698 on trust account 6029 in the amount of \$4,875.18 that was made payable to Respondent's firm. Respondent wrote Harris' name on the face of the check and listed fees in the amount of \$4,669 and costs in the amount of \$206.18.

ANSWER: Respondent admits the allegations contained in paragraph 9.

10. On or about June 23, 2017, Respondent drew check number 7699 on trust account 6029 in the amount of \$2,331 that was made payable to Wilson. Respondent wrote "Yolanda Harris referral fee" on the face of the check.

ANSWER: Respondent admits the allegations contained in paragraph 10.

11. On June 27, 2017, Respondent drew check number 7707 on trust account 6029 in the amount of \$7,793.82 that was made payable to Harris. On or about June 29, 2017, Harris negotiated check number 7707.

ANSWER: Respondent admits the allegations contained in the first sentence of paragraph 11. Respondent admits the allegations contained in the second sentence of paragraph 11 upon information and belief.

12. As of June 27, 2017, Respondent should have been maintaining \$10,000 in trust account 6029 for payment to the lienholders set out in paragraph eight, above.

ANSWER: Respondent admits the allegations contained in paragraph 12.

13. At no time between June 27, 2017 and March 22, 2019, did Respondent pay any of the \$10,000 in funds he was holding for the lienholders to any lienholder listed in paragraph eight, above.

ANSWER: Respondent admits the allegations contained in paragraph 13.

14. On March 22, 2019, the balance of trust account 6029 fell below \$10,000 to \$5,365.06.

ANSWER: Respondent admits the allegations contained in paragraph 14.

15. Respondent used at least \$4,634.94 of the funds that Harris entrusted to Respondent for payment to the nine lienholders listed in paragraph eight, above, for his own personal and business purposes.

ANSWER: Respondent admits that as of March 22, 2019, the records of Associated Bank show that the balance in the client trust account was \$5,365.06, or \$4,634.94 lower than the \$10,000 he was required to hold on behalf of the nine lienholders listed in paragraph 8, above. Further answering, Respondent admits that between June 27, 2017 and March 22, 2019, he drew checks on the account, and otherwise transferred funds from the account, in payment of numerous client-related liens and expenses; in payment to his firm as earned fees; and in payment to other attorneys as referral fees. Respondent denies the remaining allegations contained in paragraph 15.

16. At no time did Harris authorize Respondent to use any portion of the \$10,000 that she entrusted to him for payment to the nine lienholders listed in paragraph eight, above, for Respondent's own personal and business purposes.

ANSWER: Respondent admits the allegations contained in paragraph 16.

17. Respondent's use of the funds that Harris entrusted to him for payment to the nine lienholders listed in paragraph eight, above, without authority and for his own personal and business purposes, constitutes the conversion of funds received in connection with the representation of a client. As a result, as of March 22, 2019, Respondent converted \$4,634.94 of the funds that he should have been holding on behalf of Harris for payment to the nine lienholders listed in paragraph eight, above.

ANSWER: The allegations contained in paragraph 17 constitute legal conclusions, and therefore, no answer is required.

18. At no time between June 22, 2017 and November 24, 2020, did Respondent attempt to contact the lienholders listed in paragraph eight, above, or negotiate the amounts due to them.

ANSWER: Respondent admits the allegations contained in paragraph 18.

19. In August 2020, Harris contacted Respondent after she received a notice that Abbott Ambulance (“Abbott”), one of the lienholders listed in paragraph 8, above, was referring her outstanding bill to a collection agency for non-payment. At that time, Respondent represented to Harris that he had paid the Abbott lien.

ANSWER: Respondent admits the allegations of the first sentence of paragraph 19 up to and including the word “Respondent.” Respondent admits the remaining allegations of the first sentence of paragraph 19 upon information and belief. Respondent denies the allegations contained in the second sentence of paragraph 19.

20. Respondent’s statement to Harris that he had paid the Abbott lien was false because he had not made a payment to Abbott at the time that he made the representation to her described in paragraph 19, above.

ANSWER: Respondent denies that he made the statement referred to in the second sentence of paragraph 19, and therefore, he denies that he made a false statement as alleged in paragraph 20. Respondent denies all remaining allegations contained in paragraph 20.

21. At the time Respondent made the statement to Harris that he had paid the Abbott lien, he knew the statement was false.

ANSWER: Respondent denies that he made the statement referred to in the second sentence of paragraph 19, and therefore, he denies that he knowingly made a false statement as alleged in paragraph 21. Respondent denies all remaining allegations contained in paragraph 21.

22. On October 15, 2020, Respondent drew check number 8475 on trust account 6029 in the amount of \$1,024.56 that was made payable to Abbott and forwarded the check to the collection agency retained by Abbott.

ANSWER: Respondent admits the allegations contained in paragraph 22.

23. At no time between June 22, 2017 and July 15, 2021, did Respondent prepare and maintain receipt and disbursement journals or contemporaneous ledger records for trust account 6029.

ANSWER: Respondent admits that he did not maintain complete records of activity in account number 6029. Respondent denies all remaining allegations contained in paragraph 23.

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

- a. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly using \$4,634.94 of the \$10,000 that Harris entrusted to Respondent for payment to the nine lienholders listed in paragraph eight, above, for his own personal and business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010);
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including making the false statement to Harris that he paid the Abbott lien, when Respondent knew that, at the time he made the statement to Harris, he had not attempted to contact Abbott, negotiate

the amount of Abbott's lien, and had not made a payment to Abbott, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010);

- c. failing to hold property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own personal property, by conduct including causing the balance in trust account 6029 to fall to \$5,365.06, below the \$10,000 that Harris entrusted to Respondent for payment to the nine lienholders listed in paragraph eight above, and using those funds for his own purposes, thereby converting \$4,634.94 of those funds, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- d. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to contact or negotiate with any of the nine lienholders listed in paragraph eight, above, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- e. failing to maintain complete records of client trust accounts, by conduct including failing to prepare and maintain receipt and disbursement journals for Harris, in violation of Rule 1.15(a)(1) of the Illinois Rules of Professional Conduct (2010); and
- f. failing to maintain complete records of client trust accounts, by conduct including failing to prepare and maintain contemporaneous ledger records for Harris, in violation of Rule 1.15(a)(2) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 24 constitute legal conclusions, and therefore, no answer is required.

RESPONDENT'S DISCLOSURE PURSUANT TO COMMISSION RULE 231

1. Respondent was admitted to practice law in the State of Illinois on May 10, 2007.
2. Respondent holds no other professional licenses other than his license to practice law.

Respectfully submitted,

/s/ James A. Doppke, Jr.

BY: James A. Doppke, Jr.

Counsel for Respondent

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NOTICE OF FILING

TO: Tammy Evans ARDC eService
tevans@iadc.org ARDCeService@iadc.org

PLEASE TAKE NOTICE that on June 6, 2022, I filed the attached Answer with the Clerk of the Attorney Registration and Disciplinary Commission in Chicago, Illinois, a copy of which is hereby served upon you.

/s/ James A. Doppke, Jr.

BY: James A. Doppke, Jr.

Counsel for Respondent

PROOF OF SERVICE

The undersigned attorney hereby certifies that he served the above Notice of Filing and attached Answer to the addresses listed above by emailing them to the email addresses listed above on June 6, 2022, before 11:59 p.m.

/s/ James A. Doppke, Jr.

BY: James A. Doppke, Jr.

Counsel for Respondent

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ARDC Clerk