

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

In the Matter of:

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KAREN LINDEN BOSCAMPT

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Commission No. 2022PO00070

Attorney-Respondent

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No. 6209105

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ANSWER TO ADMINISTRATOR'S COMPLAINT

Karen Linden Boscamp, Attorney-Respondent answers the Complaint filed by the Administrator in this matter as follows:

A. **DISCLOSURE PURSUANT TO COMMISSION RULE 231**

- a. Ms. Boscamp is not licensed in any other jurisdiction
- b. Ms. Boscamp does not hold any other type of professional license.

COUNT 1

(Dishonesty by using \$52,000 of trust funds without authority for
her own purposes – Louis J. DeSalvo Trust)

1. At all times related to this complaint, Respondent operated as a sole practitioner in Des Plaines.

ANSWER Admitted partially, Respondent operated as a sole practitioner but her office was in Glenview, IL prior to 2020.

2. Respondent represented Louis J. DeSalvo ("Louis") in various legal matters for over 20 years.

ANSWER: Admitted

3. On or before March 21, 1997, Respondent drafted the Louis J. DeSalvo Revocable Trust ("DeSalvo Trust") which named Louis as trustee.

ANSWER: Admitted

4. On or before December 1, 2010, Respondent drafted a third amendment to the DeSalvo trust that named Geneva Middleton ("Jenny"), Louis' longtime romantic partner, and Respondent, his attorney, as successor co-trustees of the DeSalvo trust in the event Louis was unable to act as trustee.

ANSWER: Admitted but in further answering, the following historical perspective must be added to this Answer to fully understand the co-trustees' actions and understanding of the LJD Estate plan and LJD's intentions thereof.

It is well settled that Respondent was Mr. Louis J. DeSalvo's (LJD) attorney since 1996. During this representation, Respondent consulted with and drafted LJD estate plan by executing a trust, 3 amendments and 2 restatements of his trust. Every estate plan document had Geneva (Jenny) Middleton (Jenny) as the first beneficiary. At all times of Respondent's representation it was clear that LJD's object of his bounty was Jenny, his life partner and best friend for many years. Jenny was 10 years LJD's senior and up until 2013, LJD was in good

health and aware of the age difference. LJD consistently consulted and communicated with Respondent that he wanted Jenny to have access to all his assets at his death, however, in 2006 he became very concerned about Jenny's siblings. Notwithstanding attorney-client privilege, LJD saw the siblings increasingly take advantage and bully Jenny and her tavern business for financial gain. Jenny was the oldest sibling and had assisted her siblings often, but the sibling requests and thefts were increasing. In addition, LJD's assets were rising in value and he thought there would be plenty of assets remaining after Jenny's death. He didn't want the extra assets to go to Jenny's greedy siblings. There is a lot more to this story, but hopefully enough said to get the point without breaking confidences even though LJD is deceased.

LJD's mindset and concern is evident by reviewing the various changes to LJD's estate plan. Although LJD did not want to cede control from Jenny, he thought it best to name a co-trustee who knew his concerns about money going to Jenny's family. During the entire trust administration, Jenny and Respondent administered LJD Trust assets in accordance with his explicit wishes and terms of the trust as the co-trustees knew them as written.

Original Trust dated 3/21/1997 – Jenny was the sole trustee with others named in case she could not act. He set aside some assets for his living mother, but limited it with the typical special needs (nursing home) language due to her current condition. The entire balance went to Jenny including the mother's portion at the mother's death

First Amendment dated 6/14/02 - LJD added Cosmopolitan Bank as a co-trustee with Jenny but specifically put in "During the period when Jenny is a co-trustee with the bank, Jenny's decisions and wishes in regard to the trust assets shall control in the event of a disagreement between Jenny and the corporate trustee." This language was suggested by the bank and provided to Respondent by LJD to include in the trust. The purpose was that Jenny could use additional assets during LJD's disability if she needed before he passed and consequently would receive all his assets. (He was anticipating a potential long period of disability, like what happened to his mother) Even more telling of LJD's state of mind, the subsequent co-trustee, Barry Shapiro, was to act as an "equal co-trustee" with the bank, concluding that Jenny's co-trusteeship with the added language conveyed much more discretion and power than the subsequent non-corporate trustee. Again, all of LJD's assets went to Jenny, without restriction, at his death.

Second Amendment dated 6/23/06 - Here is the amendment where LJD limited the initial distribution to Jenny so his left-over estate would not go to her siblings, and added charities to receive the balance of the assets at Jenny's death, if any. He also substituted Park National Bank with Cosmopolitan Bank. To ensure Jenny could have access to any of his assets as she needed, the following language, as requested by the new bank, was added "If for any reason JENNY requires additional assets from the trust for whatever reason, the trustee may provide her with additional assets upon her request." LJD did not like that language because he didn't want Jenny to have to "ask", but he complied with the bank's request.

Third Amendment dated 12/01/10 - This is the amendment where LJD wanted to eliminate any bank's involvement. Since he had a good 15-year working relationship with Respondent

and Respondent knew all the details of his wishes and intentions, LJD asked Respondent to be co-trustee with Jenny. Again, he wanted it in the trust that Jenny controlled distribution of any additional assets of the trust as she desired, but any remaining assets would go to charities after Jenny's death, not Jenny's estate. So we re-inserted the language "During the period when Jenny is acting as a co-trustee, Jenny's decisions and wishes in regards to the trust assets shall control in the event of a disagreement between her and the other co-trustee" A power only given to Jenny. LJD wanted Jenny to know, and orally told her over and over, that she had unlimited access to the trust assets if she needed them, but nothing to your siblings, i.e. she was in control as long as she was a co-trustee. LJD preferred that language as compared to the Second Amendment language so that Jenny did not have to "ask" for assets. He also told Jenny many times that if a sibling begged her for any assets for any reason, she would be able to say no and save face because Karen Boscamp (Respondent) was a co-trustee and Respondent would not sign off on that expenditure. I was her safety net for her family problems which at times could be extreme as Respondent has witnessed many times.

First Restatement dated 11/18/13 – This increased Jenny's initial distributions and gave her his condominium (almost as a joke because Jenny hated downtown Chicago and that is why they had separate residences. Lou loved living in the heart of the city). He also added some initial distributions to charities so he could be philanthropic in case Jenny used the rest of his assets during her lifetime. He retained the controlling trustee language knowing that meant

to him, Respondent and Jenny, that as long as Jenny was a co-trustee, she had the right to remove additional assets from the trust at her discretion.

Final Restatement dated 2/21/14 - This document did not change technically from the 11/18/13 restatement, but he added additional specific language for guidance to his already planned funeral arrangements and the financial advisors and other people needing contact and for support after his imminent death as he was battling the fatal pancreatic cancer at this time. He wanted to make sure it was as easy as possible for Jenny and Respondent when he did pass and didn't have to search for information.

In conclusion, Jenny and Respondent, as co-trustees with Jenny the controlling co-trustee, followed the terms of the LJD estate plan as was purposely written. Jenny and Respondent made the initial charitable contributions and distributions to Jenny. No trust asset was used for Respondent's "own purposes". Jenny and Respondent had a thorough understanding and broad knowledge of the Grantor's (LJD's) wishes that were known to them as the lifetime partner and drafter of the LJD's documents. Jenny, as controlling co-trustee, used trust assets appropriately pursuant to the LJD estate plan. At no time did LJD ever communicate or intend any limitations of Jenny's use of the trust.

5. Louis passed away on May 20, 2014. According to the term of the DeSalvo Trust, upon Louis' death, Respondent and Jenny, the successor co-trustees, were to pay \$5,000 to various charities, distribute \$300,000 to Jenny, transfer title to Louis' condominium in Chicago to Jenny, and invest the balance of the DeSalvo trust assets so that Jenny could receive \$30,000

per year for the remainder of her life. Pursuant to the DeSalvo trust, upon Jenny's death, the remainder of the trust assets were to be distributed to various charities.

ANSWER: Denied. The trust called for initial charitable distributions ranging from \$50,000 to \$5,000 to various charities and an initial disbursement of \$300,000 to Jenny. The trust states that Jenny may sell the condominium, which she chose to do since she didn't want to care for it because of its location in the city. Again, Jenny was the controlling trustee and could do what she saw fit with the trust assets. Jenny had discretion with the remaining trust assets until she was no longer a co-trustee. At Jenny's disability, she would receive \$30,000 per year to help with her care and expenses.

6. By the terms of the DeSalvo trust, Jenny and various charities were the beneficiaries of the trust, and as successor co-trustee, Respondent owed the beneficiaries the duty to ensure that the trust's assets were distributed to them, and not to use those assets for her own purposes.

ANSWER: Admitted. At all times, Respondent followed the terms of the trust.

7, Pursuant to the Charitable Trust Act, 760 ILCS 55/6(a), a trustee must file and register a copy of the trust agreement with the Illinois Attorney General within six months after any part of the income or principal is received for application to the charitable purpose and prior to any disbursements.

ANSWER: Admitted See further answering in paragraph after Complaint 10.

8. At no time did Respondent file or register the DeSalvo Trust with the Attorney General as required by the Charitable Trust Act.

ANSWER: Registration of the LJD Trust with the Attorney General was not required until Jenny was not a co-trustee and the Charities were the only beneficiaries of the residue of trust assets. Further answering in paragraph after Complaint 10.

9. Pursuant to the Charitable Trust Act, 760 ILCS 55/7, the trustee shall file with the Illinois Attorney General periodic annual written reports under oath that set forth information as to the nature of the assets held for charitable purposes and administration thereof by the trustee in accordance with the rules and regulations of the Attorney General.

ANSWER: Admitted. See further answering in paragraph after Complaint 10.

10. At no time did Respondent file any annual written reports for the DeSalvo trust with the Attorney General as required by the Charitable Trust Act.

ANSWER: Admit that Respondent did not file however, filing with the Attorney General was not required during Respondent's co-trusteeship. Respondent had personal knowledge and Jenny's treating physician concurred that Jenny had the mental capacity to remain as a co-trustee. Jenny was not incapacitated or deceased and could remain the controlling co-trustee with discretion. Respondent knew that at the time Jenny was no longer a co-trustee either by death or disability, Respondent would register with the Attorney General pursuant to the Charitable Trust Act when the trust was held for the benefit of the restricted life-time beneficiary and the charitable remaindermen.

11. **Stricken.**

12. **Stricken.**

13. On or about February 12, 2016, Respondent used \$24,500 of funds belonging to the DeSalvo trust to purchase a minivan, and caused the vehicle to be titled in her name. The terms of the trust did not permit Respondent to use trust funds to purchase a vehicle for herself.

ANSWER: Admit to the first sentence but deny the second sentence. At all times hereunder, Respondent owned her own vehicle, but Jenny wanted a minivan because it was easy for her to be a passenger in a taller vehicle. Jenny had no driver's license so she executed title documents in Respondent's name.

14. At the time Respondent used the funds described above, in paragraph 13, she knew she was using \$24,500 in funds belonging to the DeSalvo trust without authority and for her own purposes, and in doing so, she acted dishonestly

Answer: Denied. Jenny had the authority to purchase the minivan for her own purposes and comfort as she was the controlling co-trustee.

15. In 2016, Respondent paid herself payments totaling \$27,500 from the DeSalvo Trust for legal work that she performed for Jenny personally, and not on behalf of the trust . The terms of the DeSalvo trust did not permit the payment of legal fees to Respondent for legal work that she performed for Jenny personally, and not on behalf of the trust.

Answer: Denied. The legal statement was addressed to Geneva Jenny Middleton personally. The payment came to Respondent by Jenny as the controlling co-trustee and she used LD Trust funds as she deemed fit.

16. At the time Respondent paid herself payments totaling \$27,500 described above, in paragraph 15, she knew she was using \$27,500 in funds belonging to the DeSalvo Trust without authority and for her own purposes, and in doing so, she acted dishonestly.

ANSWER: Denied. Respondent did not pay herself. Jenny, as controlling co- trustee, paid Respondent from trust funds as she deemed fit.

17. 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 a total of \$52,000 of funds belonging to the DeSalvo trust for her own purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: DENIED. In further answering, the funds paid to Respondent by Jenny, as the controlling co-trustee, from the trust were appropriate payments under the terms of the trust. Jenny authorized and signed for all payments to Respondent and other payments she made from the trust as she saw fit. There was no mens rea or conduct involving dishonesty, fraud, deceit or misrepresentation as all trust payments were appropriate under the terms of the trust.

COUNT II

(Filing a false pleading and dishonesty)

18. On November 14, 2016, the Cook County Public Guardian filed a petition for temporary guardian of an alleged disabled person, which alleged that the appointment of a temporary guardian for Jenny was necessary due to alleged financial exploitation and the need for someone to manage Jenny's personal care. The matter was docketed as Estate of Geneva Middleton, An Alleged Disabled Person, 2016P7055.

ANSWER: No answer is required on the pleadings and allegations in the pleadings as it speaks for itself.

19. On November 17, 2016, the court appointed the Public Guardian the temporary guardian of Jenny. The court also entered an order suspending all trustee powers for the DeSalvo trust, authorized the Public Guardian to direct Respondent to file an accounting of her acts as co-trustee of the DeSalvo trust, and to pursue an action to have Respondent and Jenny removed as co-trustees of the DeSalvo trust.

ANSWER: No answer is required on the Order or its contents as it speaks for itself.

20. On December 16, 2016, Shirley Carfo ("Carfo"), Jenny's sister, filed a cross-petition for appointment of guardian for disabled person, requesting that she be appointed plenary guardian of Jenny's person. On February 23, 2017, the court granted Carfo's cross-petition and appointed her the plenary guardian of Jenny's person. On March 9, 2017, the court appointed Devon Bank as plenary guardian of Jenny's estate

ANSWER: No answer is required as the petition and its contents speaks for itself

21. On April 3, 2017, Respondent filed verified pleadings in case number 2016O7055, including accountings for the DeSalvo trust for the period of May 20, 2014 through December 31, 2016.

ANSWER: Admitted

22. Attached to the pleadings, Respondent provided an affidavit in which she stated that she did not receive any payments from the DeSalvo trust for trustee fees between 2014 and 2016. The statement in the affidavit was false because Respondent received \$15,100 from the DeSalvo trust for trustee fees between 2014 and 2016.

ANSWER: Admitted. In further answering, Respondent filed the attached affidavit but informed the probate court and the various lawyers representing their interest that Respondent did not have access to full trust records, except by on-line, and the probate attorneys immediately restricted Respondent's on-line access. Respondent and Jenny only met at Jenny's home when administering the trust and kept 2 redwell files in the top drawer in the bureau in the dining room which contained accurate records and accountings of the LJD trust. At times, Jenny would remove these files to under the living room couch because she caught 2 of her sisters rifling through the files. The probate attorneys also restricted my access to those files as well as any communication with Jenny. I admit that I believed that I did not receive trustee fees as my personal records only showed my attorney fees and billing statements therefrom. It wasn't until we finally won one motion in court late in the process, to release discovery to me, that I had full access to all records so I could appropriately respond to all the motions and filings by the 5 separate attorneys against me. It was through the subpoenaed bank records that I realized I did receive 2 payments for trustee fees for

years 2015 and 2016, which I did not prepare a statement for. It was not my intention to deceive or misrepresent facts. At the time of filing the affidavit, it was to the best of my knowledge and recollection that I did not receive trustee fees and had no way to verify same as records were withheld from me. For a long time, the probate case was not a level playing field as access to the entire trust records were in the possession of Jenny solely. It wasn't until discovery was provided, after I filed the affidavit, that I received some additional meaningful information and learned of my mistake.

23. At the time Respondent filed the affidavit, she knew the statement was false.

ANSWER: Denied. In further answering, see Answer to 22 above.

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

a. Knowingly offering evidence that the lawyer knows to be false by conduct including filing an affidavit with the Circuit Court of Cook County in case number 2016P7055, that falsely stated that Respondent did not receive funds from the DeSalvo trust for trustee fees, in violation of Rule 3.3(a)(3) of the Illinois Rules of Professional Conduct (2010); and

b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including knowingly making a false statement in an affidavit that Respondent filed with the Circuit Court of Cook County in case number 2016P7055, described in paragraph 22 above, in violation of Rule 8.4© of the Illinois Rules of Professional Conduct (2010).

ANSWER: Subparagraph (a) and (b) are denied.

COUNT III

(false testimony to ARDC Investigation)

25. On February 2, 2021, Respondent appeared for a sworn statement via Zoom and provided testimony under oath to the Administrator regarding her actions as co-trustee and attorney for the DeSalvo trust.

ANSWER: Admitted

26. During the sworn statement, Respondent testified that she did not receive any payments from the DeSalvo trust for trustee fees

ANSWER: Denied. Respondent believed the question was if I billed the LJD Trust for trustee fees, which I did not prepare any official statement for trustee fees.

27. Respondent's statement that she did not receive any payments from the DeSalvo trust for trustee fees was false because Respondent received \$15,100 from the DeSalvo trust for trustee fees between 2014 and 2016,

ANSWER: Denied. In further answering, Respondent had no memory that she denied receiving trustee fees from the trust during the ARDC deposition. Upon reading the deposition, I see where the reference is. I believe I was answering if I ever "billed" for trustee fees, which I did not. Respondent misunderstood the question.

In conclusion, there was no mens rea or conduct of fraud, dishonesty, deceit, financial exploitation, or "swindling" (a favorite term used over and over by the GAL in his court filings) or intentional misrepresentation by Respondent in the representation of LJD, Jenny or the LJD

estate plan. Unfortunately at all times, I was subject to an uneven playing field in the probate court because of the aggressive and bullying ways of the five attorneys against me who have much experience and camaraderie in the probate courts. By their use of withholding documents, interference with my client and denial of legal representation to Jenny who requested a lawyer but was not allowed one. Further, opposing attorneys were allowed to inappropriately use the Dead Man's Act which denied my right to provide an appropriate defense. Most importantly, they denied the testimony of Jenny's treating physician of 20 years that I relied on. It was ignored in favor of the court ordered elder psychiatrist. This court appointed elder psychiatrist testified in court that he very rarely finds a ward competent in all the evaluations he has provided to the court. The court relied on scant and biased evidence. All these conditions amounted to a violation of Respondent's constitutional right to due process. Thus, the ARDC cannot find Respondent acted in an unethical manner in this instance by clear and convincing evidence.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Karen Linden Boscamp", written in a cursive style.

Karen Linden Boscamp

Karen Linden Boscamp

Respondent

2705 Flagler Ave

Key West, FL 33040

Telephone (847) 724-9370

Email: klboscampatty@aol.com