

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

In the Matter of:

TODD WILLIAM SIVIA,

No. 6285179,

HANNAH ELIZABETH SHORES,

No. 6333700,

Attorneys-Respondents.

No. 2026PR00033

No. 2026PR00034

NOTICE OF FILING

TO: Rachel C. Miller
Counsel for the Administrator
rmiller@iadc.org

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Clayton, MO 63105
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PLEASE TAKE NOTICE that on June 8, 2026, we filed with the Hearing Board of the Illinois Attorney Registration and Disciplinary Commission, **Respondent Sivia's Answer to Administrator's Complaint**, a copy of which is attached hereto and herewith served upon you.

Respectfully submitted,

HINSHAW & CULBERTSON LLP

s/Katherine G. Schnake

One of the Attorneys for Respondent, Todd
William Sivia

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CERTIFICATE OF SERVICE

The undersigned non-attorney certifies pursuant to Section 1-109 of the Illinois Rules of Civil Procedure, that she caused to be served on all attorneys of record via e-mail, **Respondent Sivia's Answer to Administrator's Complaint** on June 8, 2026.

/s/ Mary J. Granger _____

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**RESPONDENT TODD WILLIAM SILVIA'S ANSWER
TO ADMINISTRATOR'S COMPLAINT**

NOW COMES Respondent, Todd William Silvia, by and through his attorneys, Katherine G. Schnake and Michael Zhang of Hinshaw & Culbertson LLP, and for his Answer to Administrator's Complaint, states as follows:

COUNT I

(Lack of Candor to a Tribunal – Dishonesty to Judge Mejias)

1. At all times alleged in this complaint, Respondent Sivia operated “Sivia Law,” a law firm which has its principal office in Edwardsville. Respondent Sivia concentrated his practice in business law and estate planning. Respondent Shores worked as an associate attorney for Sivia Law between July 2020 and April 2021. During her employment at Sivia Law, Respondent Shores concentrated her practice in estate planning. Respondent Shores was admitted to practice law in Missouri on September 18, 2019. Prior to joining Sivia Law, Respondent Shores practiced briefly at a small estate planning firm in Centralia.

ANSWER: Respondent Sivia admits that he operated Sivia Law with its principal office in Edwardsville, that he concentrated his practice in business law and estate planning, and that

Respondent Shores worked as an associate attorney at Sivia Law between July 2020 and April 2021. Respondent Sivia admits that Respondent Shores concentrated her practice in estate planning. Respondent Sivia lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 1, including the specific date of Respondent Shores's admission to the Missouri bar and her prior employment history, and therefore neither admits nor denies those allegations and leaves the Administrator to her burden of proof.

2. On September 9, 2016, a woman with the initials "E.S." filed a petition for dissolution of marriage in St. Clair County against her husband, a man with the initials "J.B." On February 28, 2017, the court entered a judgment of dissolution of the couple's marriage, which included a marital settlement agreement and parenting plan. As part of the marital settlement agreement and judgment, J.B. was required to maintain a \$500,000 life insurance policy, which he had previously purchased from Ohio National Life Insurance Company ("Ohio National"), with the parties' two minor children listed as beneficiaries until such time as the youngest child turned 24 or graduated from high school, whichever occurred first. Due to the ages of the parties' children, J.B. was required to maintain the policy with his children as the policy beneficiaries until at least May of 2024.

ANSWER: Respondent Sivia admits that E.S. filed a petition for dissolution of marriage in St. Clair County and that the court entered a judgment of dissolution of marriage against her husband, J.B. Further answering, Respondent Sivia did not learn about the marital settlement agreement until late November or early December 2020. Respondent Sivia lacks knowledge or information sufficient to form a belief as to the specific terms of the marital settlement agreement as alleged, including the requirement regarding the life insurance policy, and therefore neither admits nor denies those allegations and leaves the Administrator to her burden of proof.

3. In September 2020, J.B. was diagnosed with a terminal medical condition. After he learned of his diagnosis, J.B. asked his former spouse, E.S., if she would consent to his changing the Ohio National life insurance policy to remove their minor children as beneficiaries and naming his then-girlfriend, a woman with the initials “S.R.,” as an additional beneficiary to the policy. E.S. refused to consent to J.B.’s proposed changes. Beginning in September of 2020, E.S.’s attorney, Susan Wilson requested proof from J.B. that the parties’ two minor children remained the sole beneficiaries of the life insurance policy.

ANSWER: Respondent Sivia admits that at some point J.B. was diagnosed with a terminal medical condition. Respondent Sivia lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 3, as those events occurred prior to his representation and involved communications between parties with whom he had no involvement at the time, and therefore neither admits nor denies those allegations and leaves the Administrator to her burden of proof.

4. On October 2, 2020, notwithstanding E.S.’s refusal to consent to beneficiary changes to the life insurance policy, and in contravention of the judgment for dissolution of marriage and the marital settlement agreement, J.B. and S.R. submitted a beneficiary change form to Ohio National to remove J.B.’s minor children as beneficiaries of the life insurance policy and name S.R. as sole beneficiary. On or about November 6, 2020, Ohio National received the policy change form from J.B. and S.R. and made the requested changes to the life insurance policy shortly thereafter.

ANSWER: Respondent Sivia admits that he learned the end of November/beginning of December of 2020 that J.B. submitted a beneficiary change form to name S.R. as a beneficiary. Further answering, Respondence Sivia learned in February of 2021 that Ohio National made a

change to the life insurance policy. Respondent Sivia lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 4, as those events involved actions taken by J.B. and S.R. prior to any engagement of Sivia Law, and therefore neither admits nor denies those allegations and leaves the Administrator to her burden of proof.

5. On October 23, 2020, Respondent Shores met with S.R. to discuss a proposed estate plan for J.B. During the consultation, Respondent Shores learned about J.B.'s and E.S.'s dissolution of marriage, and the marital settlement agreement, described in paragraph 2, above. Following the consultation, Respondent Shores and Respondent Sivia discussed J.B.'s and S.R.'s request for representation. Respondent Shores told Respondent Sivia about the original dissolution judgment and the marital settlement agreement, including the changes J.B. and S.R. initiated that were inconsistent with the judgment and marital settlement agreement, as well as the history and current status of the ownership and beneficiaries of the Ohio National life insurance policy. On October 23, 2020, Respondent Shores billed J.B. \$94 for a meeting lasting 0.4 hours. Respondent Sivia also attended the meeting.

ANSWER: Respondent Sivia admits that both he and Respondent Shores met with S.R. on October 23, 2020. Respondent Sivia admits that he learned about the dissolution judgment at the consultation. Respondent Sivia denies that Respondent Shores told him about the marital settlement agreement, or about changes J.B. and S.R. initiated that were inconsistent with the judgment and marital settlement agreement, or about the history and current status of the ownership and beneficiaries of the Ohio National life insurance policy at that time. Respondent Sivia did not learn of the marital settlement agreement and the inconsistent changes until late November or early December 2020. Respondent Sivia denies Respondent Shores “billed” J.B. \$94 for a meeting lasting .04 hours. Sivia Law charged a flat fee of \$1,750 for the estate planning

services, and any time entries for meetings were encompassed within that flat fee arrangement. Respondent Sivia lacks sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 5, to the extent any exist, and therefore neither admits nor denies those allegations and leaves the Administrator to her burden of proof.

6. On October 26, 2020, following Respondent Shores’s consultation with S.R., Respondents agreed to draft estate planning documents for J.B. Respondents agreed to charge \$235 per hour for the legal services provided. Respondent Shores, at Respondent Sivia’s direction, told J.B. and S.R. that they did not need to pay Sivia Law an initial retainer fee. On October 26, 2020, Respondent Shores billed J.B. \$47 for a meeting she had with Respondent Sivia about the estate plan. On October 29, 2020, Respondent Shores billed J.B. \$94 for a telephone call she had with him regarding “estate plan distributions, ongoing lawsuit,” and then \$47 for a telephone call she had with Respondent Sivia regarding “distributions.”

ANSWER: Respondent Sivia denies that the fee arrangement was \$235 per hour as alleged and denies any fee agreement was reached at the October 26, 2020, meeting. The engagement for the estate planning work was a flat fee arrangement of \$1,750 and that agreement was reached during the first meeting on October 23, 2020. Respondent Sivia denies that he directed Respondent Shores to tell J.B. and S.R. that they did not need to pay an initial retainer fee. Respondent Sivia denies Respondent Shores “billed” J.B. \$94 for a telephone call she had with him regarding “estate plan distributions, ongoing lawsuit,” and then \$47 for a telephone call she had with Respondent Sivia regarding “distributions.” Respondent Sivia admits that Sivia Law agreed to draft estate planning documents for J.B. Respondent Sivia lacks sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations, to the extent any exist, and therefore leaves the Administrator to her burden of proof.

7. Between October 26, 2020, and November 6, 2020, Respondent Shores and Respondent Sivia discussed how to draft estate planning documents for J.B., including what trust distributions to include in the documents according to J.B.’s directions. Respondent Shores drafted the estate planning documents thereafter, and Respondent Sivia reviewed them. On November 4, 2020, Respondent Shores billed J.B. \$47 for her review of an email from Respondent Sivia regarding the estate plan. On November 6, 2020, Respondent Shores billed J.B. \$423 for drafting estate planning documents, meeting with Respondent “re [sic] moving forward with the estate plan.”

ANSWER: Respondent Sivia lacks sufficient knowledge to admit or deny the allegations contained in paragraph 7 as they reference events that allegedly occurred over five years prior. In further answering, Respondent states that it would have been likely that some conversations were had between himself and Respondent Shores regarding the estate documents between October 6, 2020 and November 6, 2020. Respondent Sivia denies Respondent Shores “billed” J.B. \$47 for her review of an email from Respondent Sivia regarding the estate plan and that she “billed” J.B. \$423 for drafting estate planning documents, and a meeting with Respondent “re [sic] moving forward with the estate plan” as Sivia Law charged a flat fee of \$1,750 for the estate planning services. Respondent Sivia lacks sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations, to the extent any exist, and therefore leaves the Administrator to her burden of proof.

8. On November 12, 2020, Respondents met with J.B. and S.R., and J.B. executed the estate planning documents, which were drafted by Respondent Shores and reviewed by Respondent Sivia. The estate plan included a living trust that named S.R. as the trustee, a pour over will, a financial power of attorney, and a medical power of attorney that Respondent Shores prepared and Respondent Sivia approved. J.B.’s living trust was created

with the expectation that the living trust would be funded with any settlement proceeds received from a wrongful death lawsuit. At the time the living trust was created and executed, J.B. had no other assets aside from a vehicle. The trust named as beneficiaries J.B.'s two minor children, S.R.'s two adult children, and S.R., and each was to receive an equal share of any assets. The executed documents named S.R. as a beneficiary of the living trust, along with J.B.'s two minor children and S.R.'s two adult children, and made S.R. J.B.'s power of attorney for financial and medical matters. Respondent Shores and Respondent Sivia billed J.B., respectively, \$352 and \$285 for their November 12, 2020, meeting with J.B. and S.R.

ANSWER: Respondent Sivia admits the first three sentences of paragraph 8. Respondent Sivia lacks sufficient knowledge to form a belief as to the truth or falsity of whether, at the time the living trust was created and executed, J.B. had no other assets aside from a vehicle, and therefore neither admits or denies those allegations and leaves the Administrator to her burden of proof. Respondent Sivia denies Respondent Shores and Respondent Sivia "billed" J.B., respectively, \$352 and \$285 for their November 12, 2020, meeting with J.B. and S.R. because Sivia Law and J.B. agreed to a flat fee of \$1,750 for estate planning services. Further answering, the trust documents speak for themselves and Respondent Sivia denies any allegations that misstate or misconstrue the contents of those documents.

9. On or before November 12, 2020, Respondent Shores and Respondent Sivia were aware that J.B.'s marital settlement agreement, described in paragraph two, above, required that J.B. maintain his two minor children as the sole beneficiaries of the Ohio National life insurance policy. On or before November 12, 2020, Respondent Shores and Respondent Sivia were further aware that J.B. submitted a beneficiary charge form to Ohio National and named S.R. the sole beneficiary and owner of the Ohio National life insurance policy in place of his minor children in contravention of the marital settlement agreement.

Neither Respondent Shores nor Respondent Sivia counseled J.B. to remove S.R. as the sole beneficiary and reinstate his minor children as the policy beneficiaries pursuant to the marital settlement agreement and judgment for dissolution of marriage. Respondent Sivia contacted another attorney in his firm and asked her advice, but he did not follow her advice to “settle” with E.S.

ANSWER: Respondent Sivia denies, as to himself, that he was aware on or before November 12, 2020, of the requirements of J.B.’s marital settlement agreement regarding the Ohio National life insurance policy, and denies that he was aware on or before November 12, 2020, that J.B. had submitted a beneficiary change form in contravention of the marital settlement agreement. Respondent Sivia denies that neither Respondent Shores nor Respondent Sivia counseled J.B. to remove S.R. as the sole beneficiary and reinstate his minor children as the policy beneficiaries pursuant to the marital settlement agreement and judgment for dissolution of marriage, as pled. He admits that he consulted with another attorney in his firm but denies the remainder of the last sentence in paragraph 9 as his direction and objective from the outset was to settle the matter with E.S.

10. On November 14, 2020, J.B. and S.R. married. On November 16, 2020, J.B. started palliative hospice care for his terminal medical condition.

ANSWER: Respondent Sivia admits that J.B. and S.R. married on November 14, 2020. Respondent Sivia lacks knowledge or information sufficient to form a belief as to when J.B. started palliative hospice care, and therefore neither admits nor denies those allegations and leaves the Administrator to her burden of proof.

11. Prior to November 17, 2020, Ms. Wilson, who represented J.B.’s former spouse in the dissolution of the couple’s marriage, learned that J.B. had changed the beneficiaries and ownership of the Ohio National life insurance policy. On November 17, 2020, Ms. Wilson,

on behalf of E.S., filed a post-judgment motion to prohibit the removal of the minor children as policy beneficiaries and also to reverse any custodian designation that J.B. may have made, and she served the motion on J.B. In her motion, Ms. Wilson also alleged that J.B. had recently married S.R. and named her custodian of the life insurance policy, contrary to the terms of the February 28, 2017, judgment of dissolution of marriage and the marital settlement agreement. The motion was assigned to the Honorable Alana Mejias and scheduled for a hearing on December 1, 2020.

ANSWER: Respondent Sivia lacks knowledge or information sufficient to form a belief as to when Ms. Wilson learned that J.B. had changed the beneficiaries and ownership of the Ohio National life insurance policy. Respondent Sivia admits that Ms. Wilson filed a post-judgment motion on November 17, 2020, and that the motion was assigned to Judge Mejias and scheduled for a hearing on December 1, 2020.

12. On November 20, 2020, Respondent Shores, Respondent Sivia, and S.R. discussed the possibility of Sivia Law representing J.B. in the post-dissolution litigation related to the beneficiary change in the life insurance policy, and Respondent Shores obtained a copy of the motion and discussed it with S.R. Respondent Shores and Respondent Sivia quoted S.R. a security retainer amount of \$2,000 to represent J.B. in any post-dissolution litigation. S.R. told Respondent Shores that J.B. could not afford a \$2,000 retainer at that time and asked if they could pay the remaining payment from an accelerated benefit disbursement the couple planned to request from the Ohio National life insurance policy (“accelerated benefit”). Respondent Shores then discussed with Respondent Sivia whether the firm could accept a partial payment of the retainer balance if J.B. paid the remaining retainer balance from the proceeds of the accelerated benefit payment.

ANSWER: Respondent Sivia denies that he discussed the possibility of representing J.B. directly with S.R. as alleged. Respondent Sivia discussed the matter with Respondent Shores, not with S.R., and admits that a security retainer of \$2,000 was quoted. Respondent Sivia admits that the firm discussed whether it could accept a partial payment of the retainer. Respondent Sivia denies that S.R. referenced an “accelerated benefit.”

13. Under the life insurance policy’s accelerated death benefit rider (“accelerated benefit”), a policyholder could apply for accelerated benefits, which were life insurance policy proceeds paid to the policyholder before the policyholder died. Under the accelerated death benefit rider, any benefits paid in advance of death would reduce the remaining cash value and death benefit of the policy by the amount advanced. On November 20, 2020, Respondent Shores and Respondent Sivia agreed that the firm would represent J.B. in the post-dissolution insurance matter for a lesser initial retainer amount if J.B. paid the remainder of the retainer from the proceeds of an accelerated benefit disbursement. S.R., acting under the authority purportedly conveyed by the property power of attorney for J.B. that Respondent Shores had drafted and that Respondent Sivia had reviewed, agreed that the firm would bill against the retainer at a rate of \$235 per hour for any work the firm performed related to J.B.’s post-dissolution litigation.

ANSWER: As to the first two sentences of paragraph 13, Respondent Sivia states the life insurance policy speaks for itself, and he denies any allegations inconsistent with or which misinterpreted or misconstrue the contents of that document. Respondent Sivia admits that on or around November 20, 2020, Respondent Shores and Respondent Sivia agreed that the firm would represent J.B. in the post-dissolution insurance matter for a lesser initial retainer amount but denies that they agreed that J.B. would pay the remainder of the retainer from the proceeds of an

accelerated benefit disbursement. Respondent Sivia admits that a fee agreement was signed and that the hourly rate for J.B.'s post-dissolution litigation matter was \$235 per hour.

14. On November 27, 2020, S.R. used her credit card to pay Sivia Law a payment of \$500 toward the requested security retainer of \$2,000. Sivia Law deposited those funds into the firm client trust account the same day. Respondent Sivia received a copy of the receipt via email. On or prior to November 27, 2020, S.R. and J.B. applied for an accelerated benefit of J.B.'s life insurance policy in the amount of \$250,000.

ANSWER: Respondent Sivia admits the first sentence of paragraph 14. He admits Sivia Law deposited the funds into the firm client trust account but denies it was the same day. He admits he received a copy of the receipt via email. Respondent Sivia lacks sufficient knowledge to form a belief as to the truth or falsity of the last sentence in paragraph 14 and therefore neither admits nor denies the allegations and leaves the Administrator to her burden of proof.

15. Respondent Sivia and Respondent Shores knew that J.B. requesting and using the accelerated benefit would be contrary to the requirements of the February 28, 2017, judgment for dissolution of marriage and the marital settlement agreement, and that the issue of the parties' and their minor children's entitlement to the Ohio National life insurance policy proceeds was before Judge Mejias.

ANSWER: The allegations of paragraph 15 lacks specificity as to the temporal scope. Respondent Sivia denies that he knew prior to the December 1, 2020, hearing before Judge Mejias whether an accelerated benefit would be contrary to the requirements of the February 28, 2017, judgment for dissolution of marriage and the marital settlement agreement. He admits that the issue of the parties' and their minor children's entitlement to the Ohio National life insurance policy proceeds was before Judge Mejias.

16. On December 1, 2020, Sivia Law entered its appearance on behalf of J.B. On that same day, Respondent Shores appeared in court before Judge Mejias on the post-dissolution matter. Respondent Shores told Judge Mejias that J.B. removed his minor children as beneficiaries and named S.R. as the sole beneficiary to the Ohio National life insurance policy. Judge Mejias ordered J.B. to reverse the change that he recently made to his policy, to immediately remove the life insurance policy from J.B.'s trust, and to remove S.R. as custodian of the trust account. Judge Mejias further ordered J.B. to provide a copy of the life insurance policy to Wilson within 24 hours. Judge Mejias also ordered that, per the judgment of dissolution entered in the dissolution matter, the parties' minor children were to be the sole and irrevocable beneficiaries to the life insurance policy. Respondents received a copy of Judge Mejias's order and discussed the court's order with S.R. On December 1, 2020, Respondent Shores billed J.B. \$235 for attending the hearing on Zoom and meeting with Respondent Sivia and another associate attorney, Paul Marks ("Marks"), to discuss the hearing.

ANSWER: Respondent Sivia admits the first two sentences of paragraph 16. He lacks sufficient knowledge to form a belief as to the truth or falsity of the allegations contained in the third sentence of paragraph 16 and therefore leaves the Administrator to her burden of proof. Respondent Sivia admits the remaining allegations contained in paragraph 16.

17. On December 4, 2020, Ohio National wired the proceeds of the accelerated benefit payment in the amount of \$250,000, less a \$14,000 penalty for an early distribution, for a total of \$236,000 into S.R.'s checking account ending in the four digits 6121 and held at Regions Bank ("account 6121"). On December 4, 2020, Respondent Shores billed J.B. \$52 for discussing the "anticipated questions" from the court with Respondent Sivia.

ANSWER: Respondent Sivia lacks sufficient knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 17 and therefore neither admits nor denies those allegations and leaves the Administrator to her burden of proof.

18. On December 10, 2020, S.R. paid the firm \$1,500 from her checking account ending in 6121, which represented the unpaid balance of the \$2,000 retainer. As of that date, Respondents were aware that S.R. had received the accelerated benefit, and that the payment to the firm had come, at least in part, from that payment.

ANSWER: Respondent Sivia admits that his Sivia Law received the remainder of the \$2,000 retainer on or about December 10, 2020. Respondent denies that he knew S.R. had received an accelerated benefit, or that the payment to the firm had come from the accelerated benefit.

19. On December 10, 2020, Respondent Shores, at Respondent Sivia's direction, filed a motion to reconsider Judge Mejias's December 1, 2020, order on the basis that Judge Mejias had erred in her decision that the Ohio National life insurance policy was an asset in the dissolution of marriage proceeding rather than property. In her motion, Respondent Shores argued that the value of the Ohio National life insurance policy exceeded J.B.'s child support obligations, and, therefore, the entirety of the Ohio National life insurance policy proceeds should not be distributed to E.S. in the event of J.B.'s death, even though she was the custodial parent.

ANSWER: Respondent Sivia denies that he directed Respondent Shores filed a motion to reconsider Judge Mejias's December 1, 2020, order on the basis that Judge Mejias had erred in her decision that the Ohio National life insurance policy was an asset in the dissolution of marriage proceeding rather than property. Further answering, Respondent Sivia states the motion to reconsider speaks for itself and he denies any allegation that misstates or misconstrues the contents of the document.

20. As of December 17, 2020, J.B. had not provided the life insurance policy documents reflecting the current policy beneficiaries to Ms. Wilson, as required by the court. On December 17, 2020, Wilson filed an emergency motion for sanctions requesting that J.B. be sanctioned for failing to provide the life insurance policy documents. As of December 17, 2020, neither Respondent Sivia nor Respondent Shores told Ms. Wilson or Judge Mejias that J.B. and S.R. had requested and received the accelerated benefit payment of \$236,000.

ANSWER: Respondent Sivia admits that at some point Ms. Wilson filed an emergency motion for sanctions related to the production of the life insurance policy documents. Respondent Sivia admits that he did not tell Ms. Wilson or Judge Mejias that J.B. and S.R. had requested and received the accelerated benefit payment of \$236,000 as of December 17, 2020. In further answering, Respondent could not tell them because he was not aware that J.B. and S.R. had requested and received the accelerated benefit payment of \$236,000.

21. On December 21, 2020, Judge Mejias held a hearing on Ms. Wilson’s motion for sanctions on behalf of E.S. She also ordered, again, that J.B. remove the life insurance policy from his trust, that the parties’ minor children be named the sole and irrevocable beneficiaries to the life insurance policy, and that Sivia Law provide proof of their client’s compliance with her order within 21 days. Judge Mejias scheduled a hearing date for J.B.’s motion to reconsider her December 1, 2020, order for January 5, 2021.

ANSWER: Upon information and belief, Respondent Sivia admits the allegations contained in paragraph 21, except that he denies any characterizations inconsistent with the court’s holdings.

22. During the December 21, 2020, hearing, Judge Mejias, Respondent Shores, and Wilson had the following exchange:

JUDGE MEJIAS: “[...]What other assets does he have?”

RESPONDENT SHORES: “I think -- I really think that's all that he has.”

JUDGE MEJIAS: “Does he have a bank account?”

Ms. WILSON: “Your Honor, he has a very big truck which I heard
was up for sale. And [E.S.] may know more about that. But he has the asset for his work. I don't know what else. But I know he at least had that. It was a very large truck. ”

RESPONDENT SHORES: “But, uh --”

JUDGE MEJIAS: “Go ahead, [Respondent Shores]. ”

RESPONDENT SHORES: “He's -- I mean he's -- he's dying. I understand. We can just switch it. I mean I know -- I think it's been an issue. But I just thought he's not going anywhere with the truck. I'm not sure what good that would do besides put him in more distress. I mean --”

WILSON: “If they did what they were ordered to do, Your Honor, any freeze you could put on something would be lifted. They have -- They have the keys to the courthouse -- I mean to the jail basically that they could obey the court order and then the freeze is lifted. The sanctions are being requested because of failure to obey now two different court orders. ”

JUDGE MEJIAS: “Where is his bank account, [Respondent Shores]?”

RESPONDENT SHORES: “ I'm not sure. I can find out but I don't -- I don't have that information. I truly believe that it's minimal though. ”

ANSWER: Respondent Sivia admits the Administrator has accurately quoted an excerpt from the transcript of the December 21, 2020, hearing before Judge Mejias.

23. In the exchange described in paragraph 22, above, Respondent Shores understood Judge Mejias's question to be about whether J.B. had additional bank accounts. Respondent Shores knew that she had an obligation to disclose the accelerated benefit

payment, but deliberately choice not to disclose the accelerated benefit payment to Judge Mejias.

ANSWER: Respondent Sivia lacks sufficient knowledge to form a belief as to what Respondent Shores understood during the December 21, 2020, hearing and lacks sufficient knowledge as to what obligations Respondent Shores knew she had and what “deliberate choice[s]” Respondent Shores made regarding disclosure of an accelerated benefits payment to Judge Mejias.

24. On December 21, 2020, at 2:09 p.m., after appearing for the hearing on the motion for sanctions, S.R. emailed Respondent Shores and stated:

“[Respondent Shores],

I’m not sure [J.B.] will still be alive on January 5th. He certainly won’t be coherent enough to participate. I’m not telling him about the court order that took place today. I’m not sure we should keep filing motions when the Judge is clearly tainted with their lies. What is the next step if no further motions are filed? Please let me know if we owe you any additional money.

My main concern at this point is to protect the money that is in the Trust. I need your advice and guidance how to proceed in securing the money that is currently in the Trust account.

Please call me to discuss.”

ANSWER: Respondent Sivia admits the Administrator has accurately quoted a December 21, 2020, email from S.R. to Respondent Shores sent at 2:09 p.m.

25. On December 21, 2020, at 3:36 p.m., Respondent Shores emailed S.R. and asked “[d]id you put the money that you received from the life insurance in the trust?” Three minutes later, S.R. replied to Respondent Shore’s email and stated, “I did place the money from the life insurance into the Trust account. \$163,000 is currently in the account.” At 3:44 p.m., S.R. sent Respondent Shores an email and stated, “I am paying bills from the Trust account and any other financial needs that have occurred. [sic] I presume I can continue to

do this?” On December 21, 2020, at 3:47 p.m., Respondent Shores replied to S.R., “Yes, I did not inform the judge that an advance was taken out on the life insurance policy. I told her his assets were minimal, otherwise, they would have frozen that account too.” On or about December 21, 2020, Respondent Shores told Respondent Sivia about her December 21, 2020, communications with S.R., including that S.R. and J.B. were using the proceeds of the accelerated benefit, after the December 1, 2020 hearing.

ANSWER: Respondent Sivia admits that the Administrator has accurately quoted an email exchange between Respondent Shores and S.R. from December 21, 2020, that occurred between 3:36 pm and 3:47 pm. Respondent lacks sufficient knowledge to admit or deny the last sentence of paragraph 25 as it references a conversation that occurred over five years prior.

26. On January 4, 2021, Respondent Shores, at Respondent Sivia’s direction, filed a memorandum in support of her December 10, 2020, motion to reconsider, described in paragraph 19, above. Respondent Sivia reviewed the memorandum prior to Respondent Shores filing it. Respondent Sivia and Respondent Shores knew that J.B. and S.R. had received half of the value of \$500,000 policy and that S.R. had used a portion of the funds to pay expenses for herself and J.B. In the memorandum, Respondent Shores stated that the Ohio National life insurance policy was “worth approximately \$500,000.” Furthermore, Respondent Shores also addressed the court’s ability to amend the amount payable for the benefit of the children and stated:

“[J.B.] has paid the premiums which came from his post-marital efforts. The value of the life insurance has been preserved by the premium payments. The value of the distribution has been preserved further by the creation of the trust, which is intended to ensure a lesser-tax basis be paid by the life insurance policy.”

ANSWER: Respondent Sivia admits that on January 4, 2021, Respondent Shores filed a memorandum in support of her December 10, 2020, motion to reconsider, described in paragraph

19, above, but denies it was at his direction and denies that he reviewed it prior to Respondent Shores filing the Memorandum. Respondent Sivia further denies he knew that J.B. and S.R. had received half of the value of \$500,000 policy and that S.R. had used a portion of the funds to pay expenses for herself and J.B. He further states the Memorandum speaks for itself and denies any allegation that misstates or misconstrues that document.

27. Respondent Shore’s statements in paragraph 26, above, that “the insurance policy was worth approximately \$500,000” and “the value of the distribution [had] been preserved” were false, because J.B. and S.R. requested and received the accelerated benefit in the amount of \$236,000, and the remaining value of the policy was no more than \$250,000.

ANSWER: The allegations contained in paragraph 26 are directed at Respondent Shores and thus requires no answer. To the extent an answer is required, Respondent Sivia states that he does not possess any knowledge as to the mental state of Respondent Shores at the time she made the statement.

28. Respondent Shores knew that her statements in her memorandum, described in paragraph 26, above, were false when she made them because Sivia Law had agreed on November 20, 2020, that their retainer would be paid out of the accelerated benefit and because S.R. informed Respondent Shores on December 21, 2020 that J.B. and S.R. had received the accelerated benefit, had used approximately \$80,000 of the \$236,000 that they received, and knew that S.R. had asserted that the remaining funds belonged to her alone.

ANSWER: The allegations contained in paragraph 28 are directed at Respondent Shores and thus require no answer. To the extent an answer is required, Respondent Sivia denies Sivia Law had agreed on November 20, 2020, that their retainer would be paid out of the accelerated benefit. Further answering, Respondent Sivia lacks sufficient knowledge to form a

belief as to the truth or falsity of what Respondent Shores knew and therefore neither admits or denies those allegations and leaves the Administrator to her burden of proof.

29. Respondent Sivia reviewed the memorandum in support of the motion to reconsider before it was filed, and knew that Respondent Shores's statements concerning the value of the policy and preservation of the policy were false, because he knew that J.B. and S.R. had received the proceeds of the accelerated benefit payment and used the funds for their personal benefit. Respondent Sivia took no action to remove the false statements, nor did he take remedial action after the memorandum was filed to mitigate the false statements.

ANSWER: Respondent denies the first sentence of paragraph 29 in its entirety. He admits only that he did not take action to withdraw the memorandum because he was unaware any remedial action was necessary.

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

- a. making a false statement of fact or law to a tribunal, by conduct including stating in her January 4, 2021, memorandum in support of the motion to reconsider that the policy was worth \$500,000 and that the value of the life insurance policy had been preserved, when she knew those statements to be false, in violation of Rule 3.3(a)(1) of the Illinois Rule of Professional Conduct (2010);**
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including stating that the insurance policy was worth \$500,000, and stating that the life insurance policy had been preserved, when she knew those statements to be false, in violation of Rule 8.4(c) of the Rules of Professional Conduct (2010); and**
- c. engaging in conduct prejudicial to the administration of justice, by conduct including making affirmative false statements to the court that J.B. and S.R. had received the accelerated life insurance benefit and had used it for their own purposes, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).**

ANSWER: The allegations contained in paragraph 30 both call for legal conclusions and are directed at Respondent Shores, to which no response is required. To the extent a response is required, Respondent Sivia lacks sufficient knowledge to form a belief as to whether Respondent Shores violated any Illinois Rules of Professional Conduct and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

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

- a. ordering or, with knowledge of specific conduct, ratifying conduct of another attorney, by conduct including directing Respondent Shores to take a retainer fee from J.B.'s accelerated life insurance benefit despite knowing that the court ordered J.B. to reinstate his two minor children as the sole irrevocable beneficiaries of the policy, in violation of Rule 5.1(c)(1) of the Illinois Rules of Professional Conduct (2010); and**
- b. failing to take reasonable remedial action when having managerial authority over another attorney and knowing of the other attorney's conduct at a time when its consequences can be avoided or mitigated, by conduct including failing to notify the court that Sivia Law was aware J.B. received an accelerated life insurance benefit despite knowing of the court's order to reinstate J.B.'s two minor children as irrevocable beneficiaries of the policy, in violation of Rule 5.1(c)(2) of the Illinois Rules of Professional Conduct (2010).**

ANSWER: The allegations contained in paragraph 31 call for a legal conclusions to which no response is required. To the extent a response is required, Respondent Sivia denies the allegations contained in paragraph 31, and each and every of them.

COUNT II
(False Statement to a Court)

32. The Administrator realleges and incorporates paragraphs 1 through 29, above.

ANSWER: Respondent reasserts and incorporates his answers to paragraph 1 through 29 as though fully set forth herein.

33. On January 5, 2021, Judge Mejias conducted a hearing on Respondent Shores's motion to reconsider. During the hearing, Respondent Shores told Judge Mejias that "we put the life insurance proceeds into [the trust]."

ANSWER: Respondent lacks sufficient knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 33, and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

34. Respondent Shores's statement that "we put the life insurance proceeds into [the trust]" was false because the proceeds of the accelerated benefit went directly into S.R.'s account 6121 and then S.R. transferred a portion to the trust account.

ANSWER: Respondent lacks sufficient knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 34, and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

35. At the time Respondent Shores made the statement described in paragraph 33, above, she knew the statement was false because on December 21, 2020, S.R. had informed Respondent Shores that S.R. had received the accelerated benefit and had used a portion of the funds to pay expenses for herself and J.B.

ANSWER: The allegations contained in paragraph 35 are directed at Respondent Shores and thus require no answer. To the extent an answer is required, Respondent Sivia lacks sufficient knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 35, and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

36. On January 5, 2021, following the hearing on the motion, Judge Mejias denied the motion to reconsider.

ANSWER: Respondent admits that at some point, Judge Mejias denies the motion to reconsider, but lacks sufficient knowledge as to the specific date of the denial, and therefore neither admits nor denies that allegation and leave the Administrator to her burden of proof.

37. On January 6, 2021, Respondent Sivia told Respondent Shores to refer S.R. to attorney Amanda Bradley to pursue an appeal of Judge Mejias’s December 1, 2020, order. That same day, Respondent Sivia and Ms. Bradley, knowing that the accelerated benefit proceeds were in the trust account, exchanged text messages where they discussed strategies for retaining the life insurance proceeds for J.B. and S.R.. In the messages, the following exchange took place:

Respondent Sivia: “Also, if [the proceeds] are in the trust, it gives us the ability to defend [S.R.] with the life insurance proceeds[.]”

Ms. Bradley: “[T]hat it does. [W]hich is nice.”

ANSWER: Respondent admits the first sentence of paragraph 37. Respondent admits that he exchanged the text messages referenced in paragraph 37 but denies the remaining allegations contained in paragraph 37.

38. At no time between November 12, 2020, when Respondent Shores and S.R. met to execute estate planning documents, and January 14, 2021, the date of J.B.’s death, did Respondent Sivia, Respondent Shores, or anyone at Sivia Law communicate with J.B. After December 1, 2020, neither Respondent Sivia, Respondent Shores, nor anyone at Sivia Law communicated with J.B. regarding Judge Mejias’s December 1, 2020, order and whether J.B. wanted to appeal that order. On January 14, 2021, J.B. died.

ANSWER: Respondent denies the first sentence of paragraph 38. Respondent lacks sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations contained

in paragraph 38, and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

39. On January 12, 2021, during a status hearing on the post-decree life insurance policy litigation, Respondent Shores orally requested a stay of the proceeding so that J.B. could appeal the December 1 order. In response, Judge Mejias entered an order requiring J.B. to post an appeal bond in the amount of \$500,000 by January 15, 2021. J.B. did not obtain an appeal bond, and on January 22, 2021, Ms. Wilson filed a motion for sanctions as a result. In her motion, she requested that the court find Respondent Shores in indirect civil contempt for failing to have J.B. obtain an appeal bond.

ANSWER: Respondent admits that J.B. was ordered to post an appeal bond in the amount of \$500,000 and that after he did not post that bond, Ms. Wilson filed a motion on behalf of her client. The motion for sanctions speaks for itself and Respondent denies any allegations that misstate or misconstrue that document. Respondent lacks sufficient knowledge to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 39, and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

40. On April 9, 2021, Respondent Sivia appeared before Judge Mejias at a hearing on Wilson’s motion for sanctions filed. During the hearing, the following exchange took place:

RESPONDENT SIVIA: “So we didn't have -- we had very, very little limited information, and the only information that we had was coming from the client. And we --”

JUDGE MEJIAS: “Was it coming from your client or was it coming from the client's significant other?”

RESPONDENT SIVIA: “From the client. The client had capacity.

The client had capacity through I think January, let me think, 10th, 15th, something like that, right before his death.”

ANSWER: Respondent admits that the Administrator has accurately quoted an excerpt of the transcript from the April 9, 2021, hearing.

41. Respondent Sivia’s statement in paragraph 40, above, that Respondent Sivia received information from the client, J.B., and not the client’s significant other, S.R., was false, because neither Respondent Sivia nor anyone at his firm had spoken with J.B. since November 12, 2020.

ANSWER: Respondent denies the allegations contained in paragraph 41.

42. At the time Respondent Sivia made the statement described in paragraph 40, above, he knew the statements were false because he knew that neither he nor anyone at his firm had spoken with J.B. during the preceding December or January, and instead had only been in communication with S.R.

ANSWER: Respondent denies the allegations contained in paragraph 42.

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

- a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including falsely stating to the court that Sivia Law received information from J.B. personally, as described in paragraph 40, above, when he knew that neither Respondent Sivia, Respondent Shores, nor any other Sivia Law employee had communicated with J.B. personally since November 12, 2020, in violation of Rule 8.4(c) of the Rules of Professional Conduct (2010).**

ANSWER: The allegations contained in paragraph 43 call for legal conclusions to which no response is required. To the extent an answer is required, Respondent denies the allegations contained in paragraph 43.

COUNT III
(Lack of Candor to a Tribunal – Dishonesty to Judge Katz)

44. The Administrator realleges and incorporates paragraphs 32 through 42, above.

ANSWER: Respondent reasserts and incorporates his answers to paragraphs 32 through 42 as though fully set forth therein.

45. Prior to January 7, 2021, Respondent Sivia and Respondent Shores referred S.R. to Ms. Bradley so that S.R. could appeal the court’s December 1, 2020, order.

ANSWER: Respondent admits that S.R. was referred to Amanda Bradley.

46. On January 7, 2021, S.R. emailed Respondent Shores and Ms. Bradley and stated, “I need to prepare myself if we lose this appeal. I need to protect the money we have left. So if I need to move it, invest it, make it disappear I will.”

ANSWER: Respondent lacks sufficient knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 46, and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

47. On January 22, 2021, attorney Charles Pierce filed a complaint, a motion for preliminary injunction, and petition for temporary restraining order on behalf of E.S. and her two minor children in St. Clair County. The complaint sought to enjoin S.R. from using the Ohio National life insurance proceeds, prohibit her from further using any funds already obtained, and hold S.R., Respondent Sivia, Respondent Shores, Sivia Law, and Ms. Bradley liable for S.R.’s unjust enrichment and wrongful conversion of funds. The matter was docketed by the St. Clair County Clerk of Court, and assigned to the Honorable Julie K. Katz.

ANSWER: Respondent admits that Charles Pierce filed a complaint on behalf of his client. The complaint and any additional filings speak for themselves and Respondent denies any

allegations that misstate or misconstrue those documents, including the requested relief. Respondent admits the last sentence of paragraph 47.

48. On January 22, 2021, Judge Katz entered a temporary restraining order on an *ex parte* basis and set a hearing for February 1, 2021, on E.S.’s motion for preliminary injunction. Judge Katz stated the following in her January 22, 2021, order, which was emailed to Respondent Sivia and Respondent Shores the same day:

“In the event that [S.R.] has already filed for and/or received benefits, she is hereby ordered to place the same in an interest-bearing account and not to use the proceeds of those benefits for any purpose.”

ANSWER: The orders entered in that matter speak for themselves and Respondent denies any allegations that misstate or misconstrue those documents.

49. On January 25, 2021, Respondent Shores emailed S.R. that she had a meeting today to discuss a “plan of action.” Also on January 25, 2021, Ms. Bradley emailed S.R. and Respondent Shores and said that she “spoke with [Respondent Sivia] and [Respondent Shores] some. We are discussing the best way to handle it.”

ANSWER: Respondent lacks sufficient knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 49, and therefore neither admits nor denies those allegations and leave the Administrator to her burden of proof.

50. On February 1, 2021, Respondent Sivia, Respondent Shores, and Ms. Bradley appeared in court for the hearing on E.S.’s motion for preliminary injunction. During the hearing, but prior to granting the preliminary injunction, Judge Katz asked Respondent Sivia and Respondent Shores if either had any other information to tell the court with respect to the status of the life insurance funds. Neither Respondent told Judge Katz in response to her question—or at any point during the February 1, 2021, hearing—that S.R. and J.B. had

received an accelerated life insurance benefit and that S.R. had used a significant portion of the proceeds of the accelerated benefit for her and J.B.'s purposes.

ANSWER: Respondent admits the first sentence of paragraph 50. He lacks sufficient knowledge to admit or deny the specific questions asked by Judge Katz during the hearing. He admits he did not tell Judge Katz that S.R. and J.B. received an accelerated life insurance benefit and that S.R. had used a significant portion of the proceeds of the accelerated life insurance benefit for her and J.B.'s purposes. To the extent the last sentence of paragraph 50 intended to infer that Respondent Sivia was aware on February 1, 2021, that S.R. and J.B. received an accelerated life insurance benefit and that S.R. had used a significant portion of the proceeds of the accelerated life insurance benefit for her and J.B.'s purposes, Respondent denies that inference and those allegations.

51. Respondent Sivia and Respondent Shores's omissions of information regarding the use of the accelerated life insurance benefit, as described in paragraph 50, above, was dishonest, because Respondents knew that Judge Katz was inquiring about the status of the life insurance proceeds, and knew at the time Judge Katz was inquiring about those proceeds that S.R. had used the accelerated life insurance benefit for her own purposes and to the detriment of J.B.'s minor children.

ANSWER: Respondent Sivia denies the allegations directed against him in paragraph 51.

52. By reason of the conduct described above, Respondent Sivia and Respondent Shores have engaged in the following misconduct:

- a. engaging in conduct involving dishonest, fraud, deceit, or misrepresentation, by conduct including misrepresenting by omission S.R.'s use of the accelerated life insurance benefit during the February 1, 2021, hearing on the motion for preliminary injunction, in violation of Rule 8.4(c) of the Rules of Professional Conduct (2010); and**

- b. **engaging in conduct prejudicial to the administration of justice, by conduct including misrepresenting by omission the fact of S.R.'s use of the accelerated life insurance benefit when questioned by Judge Katz about the status of the funds on February 1, 2021, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).**

ANSWER: The allegations contained in paragraph 52 call for legal conclusinos to which no response is required. To the extent an answer is required, Respondent denies the allegations contained in paragraph 52.

WHEREFORE, Respondent, TODD WILLIAM SIVIA, requests that this Complaint against him be dismissed, that no discipline be imposed against him, and that the Hearing Board provide further relief as may be just and equitable.

Disclosure pursuant to Commission Rule 231 (a) and (b)

Respondent was admitted to practice law in Missouri in 2013. His Bar No. is 65481. He was admitted to the Southern District of Illinois on November 11, 2008. He was admitted to the Eastern District of Missouri on December 23, 2011. He was admitted to the Central District of Illinois on September 25, 2013. Respondent also has an Illinois Real Estate Managing Broker license. He was licensed on July 15, 2011, and his license number is 471.000985.

Respectfully submitted,

HINSHAW & CULBERTSON LLP

s/Katherine G. Schnake

One of the Attorneys for Respondent

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