

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

In the Matter of:)
)
PERRY DALE BAIRD,) Commission No. 2026PR00032
)
)
Attorney-Respondent,)
)
)
No. 6194476.)

NOTICE OF FILING

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

Please take notice that on June 17, 2026, an electronic copy of **RESPONDENT’S ANSWER AND AFFIRMATIVE MATTER**, was submitted to the clerk of the Attorney Registration and Disciplinary Commission; and on that same date, a copy was served via email on Counsel for the Administrator at RMiller@iadc.org and ARDCeService@iadc.org.

Respectfully Submitted,

Allison Wood

Counsel for Respondent

Allison L. Wood
Legal Ethics Consulting, P.C.
205 North Michigan Avenue
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Chicago, Illinois 60601
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Dated: June 17, 2026

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6/17/2026 4:22 PM
ARDC Clerk

PROOF OF SERVICE

The undersigned, first duly sworn on oath deposes and states that she served a copy of this **Notice of Filing and RESPONDENT'S ANSWER AND AFFIRMATIVE MATTER**, on the individual at the address listed on the foregoing Notice of Filing, by sending a copy *via* email on June 17, 2026.

Allison Wood

Counsel for Respondent

Allison L. Wood
Legal Ethics Consulting, P.C.
205 North Michigan Avenue
Suite 810
Chicago, Illinois 60601
(773) 595-5623
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ANSWER TO COMPLAINT

Now Comes Respondent, Perry Dale Baird, by and through his attorney, Allison L. Wood, of Legal Ethics Consulting, P.C. and for his Answer and Affirmative Defenses to the Complaint, states as follows:

COMMISSION RULE 231 STATEMENT

A. Respondent obtained his Illinois law license on November 6, 1986. On May 7, 1988, Respondent obtained his Missouri law license. In that same year, Respondent was also admitted to practice before the United States Tax Court. Respondent has never been subject to discipline in these jurisdictions or with said agency.

B. Since 1985, Respondent has held an Illinois Certificate as a Certified Public Accountant, and since 2010 to the current time, he has been a Registered Certified Public Accountant. Decades ago, Respondent was assigned CAF #4005-32023R in his practice before the Internal Revenue Service. From 1997 through 2000, Respondent was a licensed Illinois Real Estate Broker. Respondent has been licensed since 2000 as a title insurance agent through his association with Attorneys Title Guaranty Fund, Inc., now known as Advocus National Title Insurance Company. Since 1991, Respondent has been commissioned as a Notary Public in

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Clark County, Illinois. Respondent has never been subject to discipline with any of said professional license, registration or commission.

COUNT I

(Taking Unreasonable Fees for Non-Legal Work and Dishonesty)

1. At all times alleged in this complaint, Respondent operated as a sole practitioner at the Perry Baird Law Office in Casey. He concentrated his practice in estate planning, trust administrations, and real estate law.

Answer: Respondent admits that he is the sole owner and operator of Perry Baird Law Office in Casey, Illinois. Respondent admits that through his practice, he primarily handles estate planning, probate/trust administration, real estate matters, and business organizations, among other areas.

2. Until 1994, a woman with the initials “T.W.” was married to a farmer in Martinsville with the initials “S.Y.” Through her marriage to S.Y., T.W. had several nieces and nephews. S.Y. died in 1994, and T.W. married a man with the initials “J.W.” in 1997. Between at least 1997 and 2021, T.W. maintained a relationship with her nieces and nephews from her marriage to S. Y.

Answer: Respondent admits that a woman with the initials T.W. was married to a farmer in Martinsville with the initials S.Y. Respondent admits that S.Y. died in 1994 and that T.W. later married a man with the initials J.W. in 1997. Respondent states that T.W. did not have any biological nieces or nephews. Respondent denies all remaining allegations in paragraph 2.

3. Between 1996 and 2021, Respondent at various times provided legal services to T.W. and T.W.’s second husband, J.W., including drafting wills and powers of attorney. Between at least 2018 and 2021, T.W. resided in an assisted living facility.

Answer: Respondent states that he began to represent T.W. in 1994 after the death of S.Y. in 1994. Respondent admits that during the period between 1997 and 2020, he provided legal services to

T.W. and J.W., and that some of the services he provided included the preparation of estate planning documents and powers of attorneys. Respondent admits that during the period from 2018 through 2021, T.W. resided in an assisted living facility. Respondent further states that T.W. resided in an assisted living facility until her death on May 9, 2022. Respondent denies all remaining allegations in paragraph 3.

4. Prior to November 30, 2012, Respondent drafted the [T.W.] Revocable Trust (“the trust”) at T.W.’s direction. At that time, T.W. owned a farmhouse, farmland, mutual funds, and stocks in farm implement companies. T.W. leased a portion of the farmland to a local farmer and received rental income pursuant to a cash rent lease agreement. At T.W.’s direction, the rental income was to be deposited into a bank account that was to be established for the trust’s benefit. On November 30, 2012, T.W. signed the trust agreement. Pursuant to the terms of the trust agreement, Respondent and J.W. were named co-trustees of the trust, and T.W. granted a life estate in the farmhouse to “J.L.,” one of her nephews, which allowed him to live in the farmhouse during his lifetime provided funds for all “reasonable and necessary repairs” and one-half the cost of utilities for the farmhouse. T.W. also granted a life estate to “S.L.,” J.L.’s wife, allowing her to live in the farmhouse during her lifetime. The trust terms also provided that T.W.’s other nephew, “F.L.,” could farm a portion of farmland.

Answer: Respondent admits that prior to November 30, 2012, he drafted a Revocable Trust for T.W. at T.W.’s direction. Respondent admits he and J.W. were named co-trustees of the trust and that T.W. signed the trust agreement on November 30, 2012. Respondent denies that T.W. had any biological nephews. Respondent states that the terms of the trust agreement speak for themselves and that any allegation in paragraph 4 that is inconsistent with and/or contradictory to the terms of the trust agreement are denied.

5. Prior to June 28, 2013, Respondent drafted a durable power of attorney for financial affairs for T.W. that named T.W.’s husband, J.W., as her agent, allowing him to act on her behalf in financial matters,

collecting and receiving money on T.W.'s behalf, depositing money into her accounts, paying taxes for her, accessing her safe deposit box, and filing Social Security, Medicare, and Medicaid claims on her behalf. T.W. named Respondent as her successor agent under the durable power of attorney if J.W. was unable to perform his duties as her agent under the durable power of attorney. On June 28, 2013, T.W. executed the power of attorney.

Answer: Respondent admits that, prior to June 28, 2013, he drafted a durable power of attorney for financial affairs for T.W. and that she executed the power of attorney on that date. Respondent admits that T.W.'s husband, J.W., was named as her agent and that Respondent was named as her successor agent if J.W. was unable to perform his duties as T.W.'s agent. Respondent admits that the power of attorney permitted J.W. to act as an agent for T.W., such that J.W. OR Respondent was permitted to perform the tasks listed in paragraph 5, but Respondent states that the listed tasks are not exhaustive of the agent's duties.

6. Periodically between 2012 and 2021, Respondent recommended to T.W. that she make minor amendments to the terms of the trust, such as amending monetary allowances for farmhouse maintenance and for the payments of utilities. Respondent also recommended that T.W. amend the terms of the trust that allowed certain individuals to farm specific portions of farmland. Respondent drafted and presented the amendments to T.W. and she signed each of the amendments.

Answer: Respondent admits that during the period between 2012 and 2021, Respondent had many discussions with T.W. about making amendments to the trust agreement and that as a result of said discussions, amendments were made to the trust agreement that were signed by T.W. Respondent states that the amendments to the trust agreement speak for themselves and any allegation in paragraph 6 that is inconsistent with or contradictory to the terms of any amendments made to the trust agreement are denied.

7. On September 10, 2018, T.W. added Respondent as a signatory on a checking account owned by T.W. and ending in 5595 (“account 5595”) at First Financial Bank, N.A. in Marshall. Account 5595, which was not part of the trust, received occasional deposits from a brokerage account owned by T.W., and T.W. used account 5595 to pay for her personal day-to-day personal expenses.

Answer: Respondent admits that on September 10, 2018, he was added as a signatory on a checking account owned by T.W at First Financial Bank N.A. in Marshall and that the last four digits of that account are 5595. Respondent admits that this account was not part of the trust. Respondent states that bank statements for account 5595 would reflect what the account was used for and that any allegation in paragraph 7 that is inconsistent with or contradictory to the use of that account are denied.

8. At some point between October 2018 and October 10, 2020, Respondent succeeded J.W. as T.W.’s agent under her durable power of attorney due to J.W.’s declining health. Beginning as early as October 2018, Respondent charged his hourly attorney rate of \$225 for the services he claimed to have provided T.W. in his capacity as successor agent, including many services that did not require him to use his legal knowledge, training, or experience, such as shopping at Walmart for T.W., driving T.W. on errands, and picking up groceries or carryout food orders for her. Respondent generated bills for T.W. that listed the purported time that he spent performing work for T.W., descriptions of the work that he purportedly provided to T.W., and the fee that he charged for his services, which he billed for at a rate of \$225 per hour. The services Respondent claimed to have provided to T.W. were not legal in nature, and the charges were unreasonable because they could have been performed by a nonlawyer at a much lower rate. Respondent was not required to use his legal training, judgment or experience in performing the activities, many of which were routine day-to-day activities. The activities did not involve unique issues, the hourly charges were excessive given the nature of the work, and Respondent did not achieve any noteworthy results for T.W.

Answer: Respondent admits that in 2019, J.W.'s health was declining such that he could not continue serving as the agent for T.W. Respondent states that beginning on September 3, 2019, Respondent began to assume agent duties for T.W. as the successor to J.W. Respondent states that invoices were issued by him to T.W. that reflect the tasks performed and the rates and discounts applied. The invoices speak for themselves and any allegation in paragraph 8 that is inconsistent with and/or contradictory to the information contained on any referenced invoice are denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations in paragraph 8 are denied.

9. Beginning in October 2018, Respondent sent invoices to T.W. for services he purportedly provided to her as a power of attorney, and T.W. paid those invoices. Between December 30, 2019, and May 9, 2022, Respondent wrote 31 checks to himself drawn on account 5595 that totaled at least \$334,700 for the services that he purportedly provided to T.W. as her successor agent under the durable power of attorney.

Answer: Respondent admits that, between December 30, 2019, and May 9, 2022, he rendered services to T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent admits that, during those three (3) years he was authorized by T.W. to write checks on account 5595 and to pay T.W.'s costs, expenses, liabilities, and his fees. Respondent states that the bank statements and signature card for account 5595 speak for themselves and any allegation in paragraph 9 that is inconsistent with and/or contradictory to the bank statements and signature card are denied.

10. On October 5, 2018, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in September, and, except for one 30-minute charge for September 6, 2018, and one unbilled entry on September 17, 2018,

were for at least one hour each day. The invoice carried forward a purported existing balance of \$27,500 and included – in addition to time Respondent claimed to have expended – 44 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 16 days of “Monitoring / Supervisory On-Call Time” (each one hour); taking his client and her spouse to lunch (three hours); running errands to a hairdresser and bank (three hours); a trip to Walmart to pick up and install patio items (2.5 hours); another lunch with his client (two hours); another lunch, medical appointment and trip to the bank (5.5 hours); another hairdressing appointment and trip to the bank (two hours); preparing checks for his client’s signature (13.3 hours over six days); and driving his client to medical appointments or errands (nine hours over three days).

Answer: Respondent admits that he prepared an invoice for October 5, 2018, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 10 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 95 years old at the time. All remaining allegations are denied.

11. On November 9, 2018, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in October and were for at least one hour each day. The invoice carried forward a purported existing balance of \$28,500 and included – in addition to time Respondent claimed to have expended – 54.75 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 11 days of “Monitoring / Supervisory On-Call Time” (each one hour); running

errands to a dry cleaner, Walmart, and a bank (2.8 hours); a lunch with his client for her birthday (3.5 hours); another lunch with his client and preparing and presenting checks for her to sign for church donations (1.5 hours); another hairdressing appointment, trip to dry cleaners and trip to the bank (three hours); and a trip to Walmart (2.5 hours).

Answer: Respondent admits that he prepared an invoice for November 9, 2018, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 11 that is inconsistent with and/or contradictory to the information reflected on the invoice it is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

12. On December 7, 2018, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and, except for one unbilled entry on November 28, 2018, were for at least one hour each day. The invoice carried forward a purported existing balance of \$32,000 and included – in addition to time Respondent claimed to have expended – 44.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities and \$115.20 for the purchase of T.W.'s Christmas cards. Among the charges Respondent listed as having been spent for the client's behalf were: 13 days of "Monitoring / Supervisory On-Call Time" (each one hour); running errands to a hairdresser, dry cleaner and bank (three hours); taking T.W. to lunch and discussing her Christmas cards with her (3.3 hours); another lunch with T.W. and additional planning for her Christmas cards, and placing an order for Christmas cards (2.6 hours); running errands, including to the

hairdresser, dry cleaner and bank (2.8 hours); and having dinner with T.W. and preparing checks for her signature (two hours).

Answer: Respondent admits that he prepared an invoice for December 7, 2018, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 12 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

13. On January 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in December and were for at least one hour each day. The invoice carried forward a purported existing balance of \$34,000 and included – in addition to time Respondent claimed to have expended – 51.75 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 12 days of "Monitoring / Supervisory On-Call Time" (each one hour); retrieving T.W.'s Christmas decorations from storage and taking her to lunch (2.5 hours); taking T.W. to the hairdresser, dry cleaner, Walmart, and a bank (three hours); another lunch with T.W., preparing checks for her signature, and a taking a trip to Walmart (3.5 hours); another lunch with T.W. (1.5 hours); and preparing Christmas card labels for T.W., taking her to lunch, getting stamps for Christmas cards, preparing checks for T.W.'s signature, and mailing her Christmas cards (five hours); another trip to the hairdresser, dry cleaner, bank and Walmart (3.3 hours); picking up Dairy Queen takeout (1.5 hours); taking T.W. for two separate Christmas lunches on

two separate days (5.3 hours); another trip to the hairdresser, dry cleaner, Walmart, and a bank (3.7 hours); and having three additional lunches with T.W. and preparing checks for her signature (6.5 hours over three days).

Answer: Respondent admits that he prepared an invoice for January 4, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 13 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

14. On February 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in January, and, except for two entries for 30 minutes, were for at least one hour each day. The invoice carried forward a purported existing balance of \$32,000 and included – in addition to time Respondent claimed to have expended – 44.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 11 days of "Monitoring / Supervisory On-Call Time" (nine billed at one hour and two billed at 30 minutes each); taking T.W. to the hairdresser, dry cleaner, Walmart, and a bank (3.5 hours); running errands to eat at Olive Garden and visit a medical supply store, and preparing checks for T.W.'s signature (two hours); visiting T.W. at the hospital while she was admitted (8.3 hours over two days); another day of errands to a hairdresser, dry cleaner, Walmart and bank (3.3 hours); taking T.W. to lunch and medical appoints and preparing checks for her

signature (five hours); another day of errands to a hairdresser, dry cleaner, Walmart and bank (3.3 hours); taking T.W. to medical appointments (4.5 hours); and having dinner with T.W. and preparing checks for her signature (two hours).

Answer: Respondent admits that he prepared an invoice for February 4, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 14 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

15. On March 15, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 28 days in February, and, except for two entries for 30 minutes, were for at least one hour each day. The invoice carried forward a purported existing balance of \$42,000 and included – in addition to time Respondent claimed to have expended – 38 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 13 days of “Monitoring / Supervisory On-Call Time” (13 billed at one hour and three billed at 30 minutes each); taking T.W. to church (2.3 hours); taking T.W. to lunch and preparing checks for her signature (2.5 hours); visiting T.W. at the assisted living facility (three hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (15.7 hours over three days).

Answer: Respondent admits that he prepared an invoice for March 15, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 15 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

16. On April 5, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in March, and, except for unbilled entries for "monitoring" on March 7, 2019, March 23, 2019, and March 24, 2019, all were for at least a half hour each day. The invoice carried forward a purported existing balance of \$44,000 and included – in addition to time Respondent claimed to have expended – 49.5 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 11 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); transporting T.W. to a church meeting (1.5 hours); taking T.W. to lunch (1.3 hours); taking T.W. to dinner (1.5 hours); taking T.W. to a dental appointment (3.3 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (18.9 hours over three days).

Answer: Respondent admits that he prepared an invoice for April 5, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable

rate, and discounts given, speaks for itself and that any allegation in paragraph 16 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

17. On May 2, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and all were for at least an hour. The invoice carried forward a purported existing balance of \$47,000 and included – in addition to time Respondent claimed to have expended – 65.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 13 days of "Monitoring / Supervisory On-Call Time" (one hour each); taking T.W for bloodwork (two hours); preparing checks for T.W.'s signature (2.3 hours); taking T.W. to lunch (1.8 hours); getting takeout from Dairy Queen and visiting T.W. to dinner (7.3 hours); taking T.W. to Pier 1 to buy a new patio rug (1 hour); and five days of errands to a hairdresser, dry cleaner, Walmart and bank (16.9 hours over five days).

Answer: Respondent admits that he prepared an invoice for May 2, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 17 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

18. On June 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in May, and, except for unbilled entries for "monitoring" on May 8, 2019, May 14, 2019, and May 15, 2019, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$51,000 and included – in addition to time Respondent claimed to have expended – 42.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 12 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to a medical appointment and preparing checks for her signature (4 hours); taking T.W. to lunch (1.3 hours); another lunch with T.W. (2.8 hours); running an errand to Walmart (2.5 hours); another lunch with T.W. and a trip for ice cream (2.5 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (9 hours over three days).

Answer: Respondent admits that he prepared an invoice for June 4, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, as her attorney-in-fact for Financial Affairs, and as her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 18 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

19. On July 5, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 3 days in June, and, except

for unbilled entries for “monitoring” on June 7 through June 10, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$51,000 and included – in addition to time Respondent claimed to have expended – 40.6 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 15 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); delivering a cat tower (one hour); taking T.W. for lunch, to a floral shop, and a cemetery (four hours); taking T.W. to Olive Garden for lunch and preparing checks for her signature (three hours); taking T.W. to church and to lunch (two hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (15.1 hours over four days).

Answer: Respondent admits that he prepared an invoice for July 5, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, as her attorney-in-fact for Financial Affairs, and as her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 19 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

20. On August 1, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in July, and, except for unbilled entries for “monitoring” on July 27 through July 29, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$52,000 and included – in addition to time Respondent claimed to have expended – 43.75 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were:

11 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); taking T.W. for a medical appointment (1.8 hours); taking T.W. for a medical appointment and lunch (four hours); another lunch with T.W. and preparing checks for her signature (two hours); taking T.W. to an antique store auction, taking photographs of furniture items, and helping T.W. place bids on furniture (three hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (17.3 hours over five days). On August 1, 2019, Respondent prepared check 8397 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for August 1, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 20 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8397 which was drawn on account 5595 for \$12,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

21. On September 6, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in August, and all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$52,000 and included – in addition to time Respondent claimed to have expended – 48 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 15 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes

each); taking T.W. to lunch at Olive Garden, checking on T.W.'s mail and preparing checks for her signature (2.5 hours); taking T.W. to lunch at Bob Evans (three hours); another lunch with T.W. (two hours); picking up pizza and delivering to T.W. and preparing checks for her signature (2.3 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (14.1 hours over four days). On September 6, 2019, Respondent prepared check 8432 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for September 6, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 21 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8432 which was drawn on account 5595 for \$12,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. All the remaining allegations are denied.

22. On October 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in September and, with the exception of unbilled entries for "monitoring" on September 20 through September 26 and September 28 and September 29, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$52,000 and included – in addition to time Respondent claimed to have expended – 43 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 8 days of "Monitoring /

Supervisory On-Call Time” (at least 30 minutes each); taking T.W. pizza, taking her to a medical appointment, and preparing checks for her signature (2.5 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (9 hours over three days). On October 4, 2019, Respondent prepared check 8465 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for October 4, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 22 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8465 which was drawn on account 5595 for \$12,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 96 years old at the time. Respondent further states that T.W. approved of the invoice and paid it. All the remaining allegations are denied.

23. On November 1, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in October, and, except for one unbilled entry for “monitoring” on October 9, 2019, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$48,000 and included – in addition to time Respondent claimed to have expended – 61.8 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 16 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); taking pizza to T.W. and preparing checks for her signature (2.8 hours); taking T.W. to lunch (one hour); delivered cat supplies and

moved furniture in T.W.'s apartment (two hours); picking up donuts for T.W.'s birthday, running errands, and waiting for carpet cleaners to arrive at T.W.'s apartment (9.5 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (18.5 hours over five days). On November 1, 2019, Respondent prepared check 8490 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for November 1, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 23 that is inconsistent with and/or contradictory to the information reflected on the invoice it is denied. Respondent admits that he prepared check 8490 which was drawn on account 5595 for \$12,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

24. On December 6, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$48,000 and included – in addition to time Respondent claimed to have expended – 48.5 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 14 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to lunch and preparing checks for her signature (two hours); another lunch with

T.W. (two hours); taking T.W. to a medical appointment, lunch, and to pick up cat supplies (four hours); picking up pizza for T.W. and preparing checks for her signature (1.5 hours); another lunch with T.W. (two hours); lunch with T.W. and preparing checks for her signature (two hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (12 hours over four days). On December 27, 2019, Respondent prepared check 8540 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for December 27, 2019, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 24 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8540 which was drawn on account 5595 for \$12,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

25. On January 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in December, and all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$47,000 and included – in addition to time Respondent claimed to have expended – 37.5 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 14 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); preparing T.W.'s Christmas card labels, meeting with a carpenter, and preparing checks for

T.W.'s signature (four hours); taking T.W. to lunch in Terre Haute and checking on her mail (two hours); taking T.W. to a dental appointment and then taking her to lunch (five hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (15.5 hours over four days). On January 3, 2020, Respondent prepared check 8550 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for January 3, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 25 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8550 which was drawn on account 5595 for \$12,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

26. On February 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in January, and all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 57.4 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 13 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); helped put away T.W.'s Christmas decorations and prepared checks for her signature (five hours); running errands for T.W. (3.5 hours); taking T.W. to a medical appointment and to lunch (2.5 hours); taking T.W. to a medical appointment, to lunch, admitting her to the

hospital, and doing errands for her (6.3 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (8.5 hours over two days). On February 3, 2020, Respondent prepared check 8573 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for February 3, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 26 that is inconsistent with and/or contradictory to the information reflected on the invoice it is denied. Respondent admits that he prepared check 8573 which was drawn on account 5595 for \$12,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

27. On March 10, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 29 days in February, and, except for an unbilled entry on February 7 for noting that Respondent was not available that day, all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 39.3 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to a doctor appointment and preparing a check for her signature (6.3 hours); taking T.W. to the hospital and preparing checks for her signature (3.3 hours); taking T.W. to lunch and preparing checks for her signature (two hours); another lunch with T.W.

(two hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (14 hours over four days). On March 10, 2020, Respondent prepared check 8601 and drawn on account 5595 for \$7,000. T.W. signed the check, and Respondent deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for March 10, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 27 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8601 which was drawn on account 5595 for \$7,000, that T.W. signed the check, and that Respondent deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

28. On April 6, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in March, and, except for unbilled entries on March 5 and March 10 noting that Respondent was not available, all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 39 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 24 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to lunch at Outback Steakhouse (two hours); preparing checks for T.W.'s signature (1.8 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (seven hours over two days). On April 6, 2020, Respondent prepared check 8619

and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for April 6, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 28 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8619 which was drawn on account 5595 for \$7,000 and he signed the check as power of attorney for T.W. and deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

29. On May 1, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 39.1 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 22 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running an errand to Walmart and delivering items to T.W. (two hours); going to Walmart twice and delivering items to T.W. (2.8 hours); and another trip to Walmart and delivering supplies to T.W. (two hours). On May 1, 2020, Respondent prepared check 8638 and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for May 1, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 29 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8638 which was drawn on account 5595 for \$7,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

30. On June 1, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in May, and all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 26 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each) and running errands to Walmart and a bank (7.2 hours over three days). On June 1, 2020, Respondent prepared check 8649 and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for June 1, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 30 that is inconsistent

with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8649 which was drawn on account 5595 for \$7,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All remaining allegations are denied.

31. On July 1, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in June, and, except for an unbilled entry on June 19 noting that Respondent was not available, all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 30 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 24 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each) and running errands to Walmart and, on one occasion, also training a healthcare aide (9.3 hours over three days). On July 1, 2020, Respondent prepared check 8666 and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for July 1, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 31 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8666 which was drawn on account 5595 for \$7,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that

the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All the remaining allegations are denied.

32. On August 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in July and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 30 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 21 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); taking T.W. to a medical appointment, putting air in her vehicle tires, and going to Walmart (6.8 hours); and going to Walmart and delivering supplies to T.W. (3.8 hours). On August 4, 2020, Respondent prepared check 8666 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for August 3, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 32 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8666 which was drawn on account 5595 for \$13,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All remaining allegations are denied.

33. On September 18, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed

at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in August, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 36.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); taking T.W. to Cracker Barrel and shopping for flowers (2.5 hours); and running errands to a bank and Walmart (18.5 hours over five days). On September 18, 2020, Respondent prepared check 8677 and drawn on account 5595 for \$12,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for September 18, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 33 that is inconsistent with and/or contradictory to the information reflected on the invoice it is denied. Respondent admits that he prepared check 8677 which was drawn on account 5595 for \$12,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All remaining allegations are denied.

34. On October 8, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in September, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 33.75 hours of paralegal time that he billed at \$35 an hour for unspecified

activities. Among the charges Respondent listed as having been spent for the client's behalf were: 18 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and a bank and preparing checks for T.W.'s signature (3.6 hours); running errands to a bank, Walmart, and a pharmacy (2.6 hours); and running errands to Walmart, Walgreens, and Cracker Barrel (three hours). On October 8, 2020, Respondent prepared check 8717 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for October 8, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 34 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8717 which was drawn on account 5595 for \$11,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 97 years old at the time. All remaining allegations are denied.

35. On November 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in October, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 105.25 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 8 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); returning T.W.'s absentee voting ballot, and running errands to Walmart and a bank (3 hours); running errands to a bank, Walmart, and a pharmacy (2.6 hours);

and picking up Olive Garden takeout and a birthday cake for T.W. (4.3 hours); and picking up items at a medical supplies store and Walmart (5.2 hours). On November 3, 2020, Respondent prepared check 8739 and drawn on account 5595 for \$22,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for November 3, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W. as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 35 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8739 which was drawn on account 5595 for \$22,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

36. On December 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 30 hours of paralegal time that he billed at \$35 an hour for a “Level I” paralegal for unspecified activities and 3.25 hours of paralegal time that he billed at \$20 an hour for a “Level II” paralegal for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 18 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); running errands to Walmart (four hours); running errands to Walmart and discussion about Christmas cards (3.3 hours); and taking T.W. to a medical appointment, going to pick up cat supplies, and running errands to Walmart and a

bank (5.8 hours). On December 3, 2020, Respondent prepared check 8763 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for December 3, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 36 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8763 which was drawn on account 5595 for \$11,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

37. On January 4, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in December, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); taking T.W. to lunch and running errands to Walmart, a medical supply store, and a bank (5.8 hours); purchasing Christmas cards for T.W., running errands to a bank, Walmart, and Walgreens, and preparing checks for T.W.'s signature (4.3 hours); and running errands to Walmart, PetSmart, and Olive Garden (four hours). On January 4, 2021, Respondent prepared check 8787 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he

deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for January 4, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 37 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8787 which was drawn on account 5595 for \$11,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

38. On February 2, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in January, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 23 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and a bank (3.2 hours); running errands to a bank, Walmart, and a florist (5.2 hours); and running errands to Walmart and a bank (3.3 hours). On February 2, 2021, Respondent prepared check 8806 and drawn on account 5595 for \$10,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for February 2, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-

law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 38 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8806 which was drawn on account 5595 for \$10,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

39. On April 19, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 28 days in February, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 22.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities for a “Level I” paralegal and 1.5 hour of paralegal time that he billed at \$20 an hour for unspecified activities for a “Level II” paralegal. Among the charges Respondent listed as having been spent for the client’s behalf were: 16 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to a medical appointment, to pick up lunch, and running errands to Walmart and Walgreens (7.5 hours); taking T.W. to Walmart and Walgreens, and preparing checks for T.W.’s signature (5.6 hours); and taking T.W. to a medical appointment and running errands to Walmart and a bank (5.5 hours). On April 19, 2021, Respondent prepared check 8872 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for April 19, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law, for the month of February 2021. Respondent states that the invoice, which provides descriptions

of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 39 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8872 which was drawn on account 5595 for \$13,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

40. On April 19, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in March, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 36.25 hours of paralegal time that he billed at \$35 an hour for unspecified activities for a “Level I” paralegal and 36.5 hour of paralegal time that he billed at \$20 an hour for unspecified activities for a “Level II” paralegal. Among the charges Respondent listed as having been spent for the client’s behalf were: 14 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to a medical appointment (6 hours); taking T.W. to a medical appointment, Walmart and lunch (5.5 hours); and taking T.W. to get lunch and to view a new apartment (4.5 hours). On April 19, 2021, Respondent prepared check 8873 and drawn on account 5595 for \$17,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for April 19, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law, for the month of March 2021. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in

paragraph 40 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8873 which was drawn on account 5595 for \$17,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

41. On May 3, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and they were all for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 36.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities for a “Level I” paralegal and 9.5 hour of paralegal time that he billed at \$20 an hour for unspecified activities for a “Level II” paralegal. Among the charges Respondent listed as having been spent for the client's behalf were: 13 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); moving T.W.'s belongings from one apartment to another (11.1 hours over four days); taking T.W. to a medical appointment, Walmart, a bank, to get lunch and Walgreens (7.8 hours); and picking up T.W.'s dry cleaning and picking up her medical file from a doctor's office (1.3 hours). On May 3, 2021, Respondent prepared check 8885 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for May 3, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 41 that is inconsistent

with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8885 which was drawn on account 5595 for \$13,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

42. On June 1, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in May, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 26 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 14 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); taking T.W. to get lunch and to a bank (3 hours); taking T.W. to Walmart, a bank, and a grocery store (3.5 hours); and getting T.W.'s vehicle serviced, moving T.W.'s items into new apartment, and visiting T.W.'s deceased husband's gravesite (3.8 hours). On June 1, 2021, Respondent prepared check 8910 and drawn on account 5595 for \$9,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for June 1, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 42 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8910 which was drawn on account 5595 for \$9,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that

the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All the remaining allegations are denied.

43. On July 2, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in June, and they were all for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 38.25 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 21 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); taking T.W. to Walmart and a bank (3.5 hours); taking T.W. to a medical appointment and to lunch (five hours); and taking T.W. to Walmart, a bank, and making calls regarding T.W.'s medical appointments (3.3 hours). On July 2, 2021, Respondent prepared check 8939 and drawn on account 5595 for \$10,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for July 2, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 43 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8939 which was drawn on account 5595 for \$10,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

44. On August 3, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in July, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 53 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); taking T.W. to Walmart, a grocery store, a bank and Walgreens (four hours); taking T.W. to a medical appointment and lunch (4.5 hours); and running errands to PetSmart, Walmart, a bank, and a grocery store (3.5 hours). On August 3, 2021, Respondent prepared check 8970 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for August 3, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 44 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 8970 which was drawn on account 5595 for \$13,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

45. On September 16, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in August,

and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 49.75 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 17 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); having a conversation with the director of T.W.’s assisted living facility to confirm that T.W.’s caregiver still works for her (2.8 hours); running errands to Walmart, a bank, and a grocery store (3.8 hours); getting takeout for T.W. (1.3 hours); and running errands to Walmart and a grocery store (three hours). On September 16, 2021, Respondent prepared check 9005 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for September 16, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 45 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9005 which was drawn on account 5595 for \$11,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

46. On October 7, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 30 days in September, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 41 hours of paralegal time that he billed at \$35 an hour for unspecified activities.

Among the charges Respondent listed as having been spent for the client's behalf were: 18 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart, a bank, and a grocery store (four hours); taking T.W. to lunch (2.8 hours); and running errands to Walmart, a bank, and a grocery store again (3.5 hours). On October 7, 2021, Respondent prepared check 9019 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for October 7, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 46 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9019 which was drawn on account 5595 for \$11,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 98 years old at the time. All remaining allegations are denied.

47. On November 2, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in October, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 19 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); picking up takeout and going to Walgreens and Rural King (two hours); running errands to Walmart, Walgreens, and a grocery store (three hours); and another trip

to Walmart, a bank, and a grocery store (4.5 hours). On November 2, 2021, Respondent prepared check 9046 and drawn on account 5595 for \$9,500. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for November 2, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 47 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9046 which was drawn on account 5595 for \$9,500, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

48. On December 1, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 57 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 16 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart, Walgreens, a bank, a grocery store, and picking up takeout food (5.8 hours); another errand to pick up takeout (1.5 hours); running errands to Walmart, a bank, and a grocery store (3.5 hours); and running errands to Walmart, a grocery store, and a bank, preparing checks for T.W.'s signature, and picking up Olive Garden takeout (5.3 hours). On December 1, 2021, Respondent prepared check 9076 and drawn on account 5595 for \$11,000. Respondent signed the

check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for December 1, 2021, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 48 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9076 which was drawn on account 5595 for \$11,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

49. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in December, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 57 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and Walgreens (four hours); having lunch with T.W. (two hours); and running errands to Walmart, Walgreens, a medical supply store, and a bank (5.3 hours). On May 2, 2021, Respondent prepared check 9208 and drawn on account 5595 for \$14,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for May 1, 2022, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law,

for the month of December 2021. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 49 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9208 which was drawn on account 5595 for \$14,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

50. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in January, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 19 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and Walgreens (5.3 hours); picking up takeout, retrieving T.W.'s Christmas decorations and delivering them to her at the assisted living home (4.3 hours); and running errands to Walmart, Walgreens, a grocery store, and a bank (four hours). On May 2, 2021, Respondent prepared check 9209 and drawn on account 5595 for \$12,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for May 2, 2022, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law, for the month of January 2022. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in

paragraph 50 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9209 which was drawn on account 5595 for \$12,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

51. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 28 days in February, and, except for unbilled entries on February 3 and February 4, all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 28 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 19 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart, a bank and a grocery store (3.5 hours); picking up takeout and delivering it to T.W., and having lunch with her (2.3 hours); and running errands to Walmart, a bank and a pet supply store (three hours). On May 2, 2021, Respondent prepared check 9210 and drawn on account 5595 for \$8,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for May 2, 2022, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law, for the month of February 2022. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 51 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9210 which was drawn on account 5595 for \$8,000,

that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

52. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in March, and, except for one unbilled entry on March 17, all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 36.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 23 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and Walgreens (4.3 hours); and running more errands to Walmart and a bank (3.4 hours). On May 2, 2021, Respondent prepared check 9216 and drawn on account 5595 for \$10,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for May 2, 2022, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law, for the month of March 2022. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 52 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9216 which was drawn on account 5595 for \$10,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential

to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

53. On May 6, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and they were all for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 39.75 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 20 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart, a bank, and a grocery store (four hours); riding with T.W. in an ambulance to the hospital and running errands to Walmart (8.3 hours); and running errands to Walmart, Walgreens, a grocery store, and a bank (5.3 hours). On May 2, 2021, Respondent prepared check 9217 and drawn on account 5595 for \$12,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

Answer: Respondent admits that he prepared an invoice for May 6, 2020, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law, for the month of April 2022. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 53 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent admits that he prepared check 9217 which was drawn on account 5595 for \$12,000, that he signed the check as power of attorney for T.W., and he deposited the check into his operating account. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

54. On August 18, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the first nine days in May, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 102.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 3 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); running errands to Walmart and a bank (seven hours); visiting T.W. to pay bills, assist caregivers and pray with T.W. (4.8 hours); meeting with a florist and funeral home (4.2 hours); and visiting T.W. to “assess” current medical status and sing hymns and pray with T.W. (4.5 hours).

Answer: Respondent admits that he prepared an invoice for August 18, 2022, and that the invoice reflects information about the stated services that he provided and performed on behalf of T.W., as her attorney-in-fact for Health Care, her attorney-in-fact for Financial Affairs, and her attorney-at-law, for the partial month of May 2022. Respondent states that the invoice, which provides descriptions of the services rendered, the billable rate, and discounts given, speaks for itself and that any allegation in paragraph 20 that is inconsistent with and/or contradictory to the information reflected on the invoice is denied. Respondent also states that the tasks and services provided to T.W. were essential to maintaining the good health, strength, and well-being of T.W., who was 99 years old at the time. All remaining allegations are denied.

55. Respondent’s fees, as described in paragraphs 10 through 54, above, are unreasonable, because Respondent billed T.W. at his legal rate for services that do not require legal knowledge or skill, nor are they services for which a legal rate can be customarily charged in that locale.

Answer: Respondent denies the allegations contained in Paragraph 55.

56. On May 9, 2022, T.W. died. Respondent wrote two checks to himself drawn on account 5595 for his services that he purportedly provided to T.W. as her successor agent on her date of death, as described in paragraph nine, above.

Answer: Respondent admits that T.W. died on May 9, 2022. All remaining allegations are denied.

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

- a. collecting an unreasonable fee or an unreasonable amount for expenses, by conduct including drawing 31 checks that totaled at least \$334,700 from T.W.'s checking account for non-legal work, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including drawing 31 checks that totaled at least \$334,700 from T.W.'s checking account for non-legal work, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

Answer: The statements in paragraph 57 are not allegations of fact, but rather conclusions of law which the Administrator has the burden to prove. Therefore, no answer is required. In the event an answer is later deemed required, Respondent denies the statements in paragraph 57.

COUNT II

(Dishonestly Paying Invoices that Respondent Knew to Be False)

58. The Administrator realleges and incorporates paragraphs one through 56.

Answer: Respondent realleges and incorporates herein his foregoing Answers to paragraph 1 through 56.

59. On February 5, 2021, Respondent's wife, whose initials are "D.B.," began working as a home health aide for T.W. while T.W. resided in the assisted living facility. T.W. required additional assistance

beyond what her skilled nursing facility provided due to health issues, including dementia and a thyroid disorder. D.B. had a prior certification as an emergency medical services worker, which she allowed to expire, and she did not have current certifications for any healthcare work. Between February 5, 2021, and October 1, 2021, T.W. did not consistently have a home health aide separate from an employee at her assisted living facility.

Answer: Respondent admits that, beginning on February 5, 2021, his wife, D.B., began providing home healthcare services to T.W., while T.W. was residing in the assisted living facility. Respondent admits that D.B. previously held a certification as an emergency medical services technician, which did expire. Respondent admits that D.B. did not have other certifications for home healthcare work. However, Respondent states that D.B.’s previous experience in emergency medical services and other medical fields provided her with sufficient competency to perform services as a home healthcare aide to T.W. Respondent denies that the assisted living facility where T.W. resided was a “skilled nursing facility.” All remaining allegations are denied.

60. Between March 4, 2021, and October 1, 2021, D.B. submitted invoices to Respondent for the home health services she claimed to have provided to T.W., and Respondent paid the invoices from account 5595. D.B.’s invoices listed the purported hours worked as a home health aide by D.B. but did not include descriptions of the services that D.B. claimed to have provided. Among the invoices from D.B. that Respondent paid were entries that reflected D.B. provided T.W. home health services for 24 hours in a single day, as reflected below.

Date	Number of Hours Worked
2/6/21	24
2/7/21	24
2/26/21	24

2/27/21	24
2/28/21	24
3/6/21	24
3/7/21	24
3/27/21	24
3/28/21	24
4/10/21	24
4/11/21	24
4/24/21	24
5/5/21	24
5/11/21	24
5/22/21	24
5/23/21	24

Answer: Respondent admits that, between March 1, 2021, and October 1, 2021, D.B. submitted invoices to Respondent for the home healthcare services she provided to T.W., and that Respondent paid her invoices from account 5595. Respondent admits that the invoices listed the hours D.B. worked as a home healthcare aide. Respondent admits that the invoices did not include descriptions of the services that D.B. provided to T.W., and that such descriptions of services and tasks performed were maintained in a separate caregiver log. Respondent states that D.B.s invoices speak for themselves and that any allegation in paragraph 60 that is inconsistent with and/or contradictory to the information contained in the invoices is denied. All remaining allegations are denied.

61. Respondent knew or should have known that D.B.'s invoices for purported home health services were excessive, because he knew T.W.'s health conditions, that she did not have a personal home health aide

every day, and that D.B. did not explain what services she purportedly provided to T.W.

Answer: Respondent admits that he was aware of T.W.'s health condition and her need for home healthcare services. All remaining allegations are denied.

62. Between March 4, 2021, and October 1, 2021, Respondent wrote 14 checks to D.B. that he drew on account 5595 and made payable to D.B. for at least \$15,492.75 for D.B.'s purported home health aide services to T.W.

Answer: Respondent admits that, between March 1, 2021, and October 1, 2021, he wrote five checks drawn on account 5595, made payable to D.B. in the amount of \$15,493.75. All remaining allegations are denied.

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

- a. engaging in a conflict of interest by representing a client where there is a significant risk that the representation of one or more clients will be materially limited by a personal interest of the lawyer, by conduct including paying his wife, D.B.'s, invoices despite knowing that the invoices were excessive, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including drawing on T.W.'s checking account to pay D.B.'s purported home health invoices, in an amount totaling at least \$15,492.75, knowing that certain charges were fraudulent, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

Answer: The statements in paragraph 63 are not allegations of fact, but rather conclusions of law which the Administrator has the burden to prove. Therefore, no answer is required. In the event an answer is later deemed required, Respondent denies the statements in paragraph 63.

COUNT III

(Conflict of Interest in Representing T.W. against Respondent's Spouse)

64. The Administrator realleges and incorporates paragraphs 58 through 62.

Answer: Respondent realleges and incorporates herein his foregoing Answers to Paragraphs 58 through 62.

65. Prior to June 11, 2021, while D.B. purported to be providing home healthcare services to T.W., D.B. told Respondent that T.W. bit her finger. D.B. did not obtain medical attention for the purported injury, nor did she submit an insurance claim or submit a demand letter to Respondent for injuries sustained while working for T.W.

Answer: Respondent admits that, prior to June 11, 2021, D.B. sustained a human bite by T.W. to her right index finger, when she was providing home healthcare services to T.W. Respondent admits that D.B. did not seek medical attention for the injury, nor did she submit an insurance claim or submit a demand letter to Respondent.

66. On June 11, 2021, Respondent paid D.B. \$1,000 from account 5595 by drawing a check on the account and making it payable to D.B. In the memo line of the check, Respondent wrote "PI claim." Respondent did not do any independent inquiry into D.B.'s purported injury.

Answer: Respondent admits that D.B. sustained a human bite by T.W. to her right index finger and that he could and did observe the physical injury to D.B.'s finger. Respondent admits that, on June 10, 2021, Respondent, in his role as power of attorney for T.W., paid D.B. \$1,000 from account 5595, and that he wrote in the memo line of the check "PI" claim. All remaining allegations are denied.

67. At no time prior to June 11, 2021, did Respondent inform T.W. that there was a significant risk that his representation of T.W. in D.B.'s personal injury claim would be materially limited by his own personal interest in settling the matter in favor of his wife for \$1,000 or obtaining T.W.'s informed

consent to his representation of T.W. regarding D.B.'s purported claim.

Answer: Respondent admits that, at no time prior to June 11, 2021, did he inform T.W. that D.B. had a personal injury claim against her, because D.B. sustained a human bite by T.W. to D.B.'s right index finger. Respondent states that given the fact T.W. was very embarrassed by her actions, he believed at the time that, under the power of attorney he had for T.W., that he had the authority to settle T.W.'s claim without her express consent. He also believed that it was in T.W.'s best interest to resolve D.B.'s claims against T.W. to protect T.W. from having to face a claim being brought against her. Respondent did not represent D.B. He offered to settle the case and D.B. accepted the settlement as she wanted to continue to assist T.W. as a home healthcare aide.

68. Prior to November 2, 2021, while D.B. purported to be providing home healthcare services for T.W., D.B. alleged that T.W. kicked her in the shin. D.B. did not obtain medical attention for the purported injury. D.B. did not obtain medical attention for the purported injury, nor did she submit an insurance claim or submit a demand letter to Respondent for injuries sustained while working for T.W.

Answer: Respondent admits that, prior to November 2, 2021, T.W. kicked D.B. in the chin. Respondent admits that D.B. did not obtain medical attention for this injury, that she did not submit an insurance claim, nor did she submit a demand letter to Respondent. All remaining allegations are denied.

69. On November 2, 2021, Respondent paid D.B. \$1,000 from T.W.'s account ending in 5595 by drawing a check on the account and making it payable to D.B. In the memo line of the check, Respondent wrote "PI claim." Respondent did not do any independent inquiry into D.B.'s purported injury.

Answer: Respondent admits that D.B. sustained a kick to her chin by T.W. and that Respondent could and did observe the physical injury to D.B.'s chin. Respondent admits that, on

November 1, 2021, Respondent, in his role as power of attorney for T.W., paid D.B. \$1,000 from account 5595, and that he wrote in the memo line of the check “PI” claim. All remaining allegations are denied.

70. At no time prior to November 2, 2021, did Respondent inform T.W. that there was a significant risk that his representation of T.W. in D.B.’s personal injury claim would be materially limited by his own personal interest in settling the matter in favor of his wife for \$1,000 or obtain T.W.’s informed consent to his representation of T.W. regarding D.B.’s purported claim.

Answer: Respondent admits that, at no time prior to November 1, 2021, did he inform T.W. that D.B. had a personal injury claim against her because D.B. sustained a kick to the chin by T.W. Respondent states that given the fact T.W. was very embarrassed by her actions, he believed at the time that under the power of attorney he had for T.W., that he had the authority to settle T.W.’s claim without her express consent. He also believed that it was in T.W.’s best interest to resolve D.B.’s claims against T.W. to protect T.W. from having to face a claim being brought against her. Respondent did not represent D.B. He offered to settle the case and D.B. accepted the settlement.

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

- a. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, by conduct including Respondent’s failure to discuss and obtain informed consent from T.W. regarding conflicts of interest prior to settling the claim by D.B., in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct (2010); and
- b. representing a client with a concurrent conflict of interest where the representation of one client is directly adverse to another client, by conduct including Respondent’s representing D.B. and T.W. in the same purported personal injury claim, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010).

Answer: The statements in paragraph 71 are not allegations of fact, but rather conclusions of law which the Administrator has the burden to prove. Therefore, no answer is required. In the event an answer is later deemed required, Respondent denies the statements in paragraph 71.

AFFIRMATIVE MATTERS

NOW COMES the Respondent Perry Dale Baird, through his attorney Allison L. Wood, of Legal Ethics Consulting, P.C., and asserts the following affirmative matters in defense of the allegations in the Complaint:

FIRST AFFIRMATIVE MATTER

Respondent represented T.W. for over two decades as her personal attorney. They had a positive and strong relationship that lasted until her death on May 9, 2022. Respondent states that for over two decades, he provided T.W. with competent and diligent representation. Respondent further states that T.W. trusted Respondent to assist her in maintaining her health and her well-being by naming him as her successor attorney-in-fact for Health Care, and as her successor attorney-in-fact for Financial Affairs. All of the services listed on all of the invoices identified in the Complaint were in fact provided to T.W.

SECOND AFFIRMATIVE MATTER

Beginning in 2019, Respondent was providing T.W. and J.W. with invoices that provided detailed descriptions of all the services being provided, the billable rate, and any discounts given. Neither T.W. nor J.W. ever objected to payment of Respondent's invoices. Moreover, under Paragraph 3 of the Durable Powers of Attorney (for Health Care and for Financial Affairs), "[u]nless waived, my said attorney-in-fact and his successors named herein shall be compensated for their services hereunder,"

THIRD AFFIRMATIVE MATTER

Respondent recognizes that a third party, who he would have had to hire and supervise, could have provided the non-legal services T.W. needed to maintain her health and well-being at a lower rate, he affirmatively states that it was never his intention to charge T.W. an excessive fee or to engage in any fraud. Respondent believed that the hourly rate he charged was a reasonable rate for all the services he provided to T.W. as attorney-in fact for Health Care, as her attorney-in-fact for Financial Affairs, and as her attorney-at-Law. T.W. never objected to the fees charged by Respondent, nor did she ever object to Respondent's undiscounted hourly rate.

FOURTH AFFIRMATIVE MATTER

Respondent states that T.W. had been living in an assisted living facility in Marshall, Clark County Illinois since May 2012. After the death of J.W., on October 16, 2020, she relocated to an assisted living facility in Charleston, Coles County, Illinois. This facility provided T.W. with a private apartment, housekeeping and laundry services, and social activities. This facility did not assist T.W. with maintaining her healthcare, which is why Respondent deemed it necessary to provide T.W. with home healthcare workers. These healthcare workers were required to record every task and observation of T.W. in a log which was kept in T.W.'s apartment. Respondent affirmatively states that he did not believe the services provided to T.W. were excessive, nor did he have any basis to believe that the services provided to T.W. had not been provided.

FIFTH AFFIRMATIVE MATTER

Respondent's wife, D.B., has worked with his firm as a paralegal, as a medical paralegal, and as an administrative assistant. D.B. had sufficient medical competency and experience in the healthcare field to provide home healthcare service or to assist in the care of an assisted living resident. Perhaps, more importantly, she was someone that T.W. was familiar with having been a client for Respondent's firm for over two decades. Respondent believed that D.B. could provide home healthcare services to T.W., which includes observing T.W. and being responsive to any needs she may have at any given time. D.B. recorded the tasks she performed in the caregiver log as well as her observations. Respondent had no basis to believe that D.B. had not performed the tasks she listed in the caregiver log or to believe her fees were excessive.

SIXTH AFFIRMATIVE MATTER

Respondent observed D.B.'s finger with a bite mark that she reported has been made by T.W. At no time did D.B. tell Respondent that she believed that T.W. intended to bite her or otherwise harm her, or that she had any interest in filing a claim against T.W. Respondent did not represent D.B. Respondent considered the toll of facing a claim would have on T.W., including the funds that would be expended to defend against said claim, and decided that it would be in T.W.'s best interest to resolve the claim. Respondent recognizes that he should have advised T.W. of his decision before making it, but he believed as her attorney-in-fact that she would not have objected to his decision to settle the claim.

SEVENTH AFFIRMATIVE MATTER

Respondent observed D.B.'s chin after she reported that T.W. had kicked her. At no time did D.B. tell Respondent that she believed that T.W. intended to kick her or otherwise harm her, or that she had any interest in filing a claim against T.W. Respondent did not represent D.B. Respondent considered the toll of facing a claim would have on T.W., including the funds that would be expended to defend against said claim, and decided that it would be in T.W.'s best interest to resolve the claim. Respondent recognizes that he should have advised T.W. of his decision before making it, but he believed as her attorney-in-fact that she would not have objected to his decision to settle the claim.

EIGHTH AFFIRMATIVE MATTER

On March 31, 2022, Respondent filed a Petition for Appointment of Temporary Personal Guardian and a Petition for Adjudication of Disability and for Appointment of Personal Guardian. Upon hearing, with representations made and inquiry by the court, on March 31, 2022, the court then entered an order, appointing Respondent as Temporary Guardian, and appointing a Guardian ad Litem (GAL). On April 5, 2022, a Medical Report was submitted detailing T.W.'s condition and recommending the need for a Guardian. On April 18, 2022, the GAL issued her Report and recommended that Respondent be appointed Guardian. The GAL stated in the report that she spoke with T.W. and that T.W. agreed with the appointment of Respondent as her guardian.

WHEREFORE, Respondent respectfully requests that this cause be considered and that the Hearing Board make a just and fair recommendation as is warranted by the facts.

Respectfully Submitted,

Allison Wood

Counsel for Respondent

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Dated: June 17, 2026