

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

In the Matter of:

AARON TRENT KORSON,

Attorney-Respondent,

No. 6331873.

Commission No. 2024PR00056

FIRST AMENDED COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Evette L. Ocasio, pursuant to Supreme Court Rule 753(b), complains of Respondent, Aaron Trent Korson, who was licensed to practice law in Illinois on August 13, 2019, and alleges that Respondent engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Dishonesty – Creation of False Online Reviews Regarding Respondent)

1. At all times related to this complaint, Avvo.com (“Avvo”) was a website which provided lawyer referrals and access to a database of previously answered legal questions. On any lawyer’s Avvo profile, clients may leave reviews of the lawyer’s services by providing a summary of their experience and rating the lawyer’s services between one and five stars.

2. At all times, Avvo only allowed individuals to submit reviews based on their personal experience with a lawyer whom they hired or consulted with.

3. At all times related to this complaint, FindLaw.com (“FindLaw”) was a website which provided a lawyer directory and other online legal information. On any lawyer’s FindLaw

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profile, clients may leave reviews of the lawyer's services by providing a summary of their experience and rating the lawyer's services between one and five stars.

4. At all times, FindLaw only allowed individuals to submit reviews based on their personal experience with a lawyer whom they hired or consulted with.

5. Beginning in August 2019 and continuing to May 2024, Respondent submitted at least twenty-eight false five-star reviews to the Avvo profile for himself, Aaron Korson, a sampling of which are set forth in the table below:

Date and Time	Reviewer IP Address	Reviewer Email	Review
08/25/19, 21:15	172.58.140.154	pikeplaceinvestments@gmail.com	I worked with Aaron on an immigration issue. He saved us a ton of time and money. He really went out of his way. He even referred me over to another personal injury attorney on a separate matter. Great guy!
05/30/20, 15:17	205.178.26.114	pikeplaceinvestments@gmail.com	Mr. Korson took a very large chance on my case. I was in a car accident and I kept being screwed by the insurance company. I talked to a friend about being a client of Aaron's. I knew he was a really understanding attorney due to some of the pro bono cases he took on. My friends kept telling me to go to him. He took the time to listen to me and he fought very very hard for me to win . I was paid out a lot more than I expected. Aaron

			was exactly what I needed.
04/18/21, 22:58	71.239.159.201	dani.levulis@gmail.com	Aaron provided great services per usual. He is a hard and aggressive litigator. He knows how to stick it to the other person. I thoroughly loved his skills.
04/21/21, 19:24	71.239.159.201	alexmendezchicago@gmail.com	I thought he was very intelligent. He worked hard and got us what we needed with regard to our case. He worked with us on pricing. We definitely got value for our money.
04/21/21, 19:28	71.239.159.201	robbyperez2020@gmail.com	He helped me out of a tough divorce. I didn't think he would be able to negotiate so well given the facts of the case. I ended up with some really great results. I am recommending Aaron and his services.
08/29/21, 15:29	71.239.159.201	deloresallenrealtychicago@gmail.com	Mr. Korson has always gone above and beyond for me. When I need help, I usually email him since I know that he is in court a lot of the time. However, as soon as he receives an email he usually responds in a quick manner or he tries to find time for me. I am a bit older and I am going through a nasty divorce. Every time that he has tried to help me, he has put me

			at ease and made me feel better about the situation. He is fighting for me every day and I can't thank him enough.
12/02/23, 00:23	38.124.108.87	pikeplaceinvestments@gmail.com	Hard worker who treats his clients well. He has worked hard to get the work I need done. Hired him for a landlord matter. Got me money that I have been looking to collect.
12/03/23, 20:08	38.124.108.87	johnnapoli271@gmail.com	Mr. Korson did some pro bono work for me and gave me the legal advice that I needed to help me start up my company. He is a hard worker and knowledgeable about many areas of law. I really appreciate him and I will be making sure I send him a lot of business very soon.
05/06/24, 14:47	73.8.64.87	deborahlancon755@gmail.com	Mr. Aaron Korson got me my kids and a great settlement out of my case. Without him, I would not have stood a fighting chance. He was kind and helped me when no one else would assist. I am very grateful.
05/06/24, 15:44	73.8.64.87	bctfig1@yahoo.com	Aaron Korson is the best attorney I have ever met. He works hard for his clients, he cares about how they do, he is kind and courteous and goes the extra mile for

			everyone. He is the best at divorce and child custody matters. I greatly appreciate him.
05/06/24, 16:01	73.8.64.87	admin@hireomega.com	We are so fortunate to have worked with Mr. Korson, he was a great person to me during my divorce. I didn't think I was going to come out of the case with a nickel to my name and yet, he came and helped me in the end. I greatly appreciate him.
05/06/24, 16:19	73.8.64.87	hostile.gathers0n@icloud.com	Aaron and his staff were great to work with. I am forever grateful for hi and fighting for our rights. Thank you so much for all of your hard work and everything that you do for the community. You are a good man and an amazing attorney.
05/06/24, 18:44	73.8.64.87	raylamantia@gmail.com	Aaron is a great attorney to work with. I thoroughly appreciate the hard work and kindness he has shared with me.
05/06/24, 19:24	73.8.64.87	korsona@icloud.com	I have to say that Chicago Family Attorneys LLC has made me the happiest client. They represented me in my divorce and did an amazing job. I am forever thankful.
05/08/24, 23:57	50.235.166.162	condo.dawn-01@icloud.com	I thoroughly enjoyed working with Mr.

			Korson and Chicago Family Attorneys, LLC. They did a wonderful job on my divorce and family law case. I couldn't be a happier client.
05/08/24, 23:59	50.235.166.162	reign_tackles0v@icloud.com	Aaron was a hard working attorney on my case who came through when I needed the proper representation most. I really appreciate his hard work and the kindness he showed me and my family.
05/09/24, 00:04	50.235.166.162	francs.hafnium-0j@icloud.com	This is a strong attorney who will fight for your case tooth and nail. I am proud to have Mr. Korson represent me in court.
05/09/24, 00:08	50.235.166.162	musher-poxes.0v@icloud.com	Mr. Korson is an absolute amazing person to work with. He has done so much for me that I can't find a proper way to thank him for all of his hard work. Thank you so much, Mr. Korson. I would not have gotten through my divorce and child custody matter without you.
05/09/24, 00:23	50.235.166.162	squares-01-rodent@icloud.com	I can't thank Mr. Korson enough. He was a very good attorney. My former spouse and I had a very rough divorce and without Mr. Korson, we wouldn't have been able to settle the matter amicably.

05/09/24, 00:30	50.235.166.162	rials_valve0m@icloud.com	Working with Mr. Korson has been an incredible experience. His dedication and effort are beyond words of gratitude. I deeply appreciate all his hard work-without his help, I could not have navigated through my divorce and child custody issues. Thank you, Mr. Korson.
05/09/24, 00:50	50.235.166.162	putter-roughs.0o@icloud.com	As an attorney in the city of Chicago, Mr. Korsen was one option out of thousands and I still chose to work with Chicago Family Attorneys, LLC because of how hard he is known to work . I had him recommended to me by several other people and I couldn't have been happier.
05/09/24, 18:49	73.8.64.87	time_cash.0t@icloud.com	Mr. Korson did a great job on my divorce and child custody matter. He helped us out when there were hardly any other options left. He worked with me very well and he was worth every dollar that I spent.
05/09/24, 18:51	73.8.64.87	berg-sinkers0w@icloud.com	Chicago Family Attorneys assisted me in my child custody matter in 2023 and they did a wonderful job. We just finished up our case and I have joint custody now

			when I originally had none.
05/09/24, 18:55	73.8.64.87	cosmic.concave.0a@icloud.com	Without Mr. Korson's assistance, I would not have had the opportunity to gain joint custody with my little girl. I had been previously incarcerated for a DUI and Aaron even showed up and wrote a letter to the judge so I could have a lighter sentence since I am the primary caretaker of my daughter.

6. The reviews submitted to Respondent's Avvo profile between August 2019 and May 2024, as set forth in paragraph five, above, were false because Respondent submitted the reviews, not any current, former or prospective clients of Respondent.

7. Respondent knew the reviews submitted to his Avvo profile between August 2019 and May 2024, as set forth in paragraph five, above, were false at the time he submitted the reviews.

8. Beginning in June 2023 and continuing to May 2024, Respondent submitted at least ten false five-star reviews to the FindLaw profile for himself, Aaron Korson, a sampling of which are set forth in the table below:

Date and Time	Reviewer IP Address	Reviewer Email	Review
06/27/23, 5:39	38.124.108.102	pikeplaceinvestments@gmail.com	Amazing Attorney Doing Gods Work. That's how I describe Aaron Korson and his staff. He is an amazing attorney who won my case with ease and he

			has been a delight to work with. We are very grateful.
11/02/23, 5:00	193.42.0.19	pikeplaceinvestments@gmail.com	Aaron managed to get me a child support trust. He froze over \$300,000 of my ex's and got me a very favorable outcome. I can't thank him enough for all of his hard work. He has been a phenomenal attorney.
11/24/23, 9:42	174.207.36.230	detroitvintageworks@gmail.com	Mr. Korson was great to work with. He won my case for me and did an amazing job.
5/6/2024, 22:41	73.8.64.87	bcfig1@yahoo.com	Aaron was a great attorney to work with. He is a good hearted person who works hard for his clients. We are lucky to have had him on our case.
5/7/2024, 3:16	73.8.64.87	korsona@icloud.com	Aaron Korson is a phenomenal attorney. I greatly appreciate him and his hard work. He has helped me in my divorce so much,
5/9/2024, 7:13	50.235.166.162	musher-poxes.0v@icloud.com	Chicago Family Attorneys, LLC is a great law firm to work with. They handled my family law and divorce matter quickly and efficiently. Thank you so much for all of your work.
5/9/2024, 7:54	50.235.166.162	sackful-bishops06@icloud.com	Mr. Korson is such a great attorney. He helped me through my family law and divorce matter and I greatly appreciate him.

9. The reviews submitted to Respondent's FindLaw profile between June 2023 and May 2024, as set forth in paragraph eight, above, were false because Respondent submitted the reviews, not any current, former or prospective clients of Respondent.

10. Respondent knew the reviews submitted to his FindLaw profile between June 2023 and May 2024, as set forth in paragraph eight, above, were false at the time he submitted the reviews.

11. Beginning in December 2023 and continuing to May 2024, Respondent submitted at least six false five-star reviews to the FindLaw profile for his law firm, Chicago Family Attorneys, LLC ("CFA"), a sampling of which are set forth in the table below:

Date and Time	Reviewer IP Address	Reviewer Email	Review
12/04/23, 16:18	172.93.177.164	johnnapoli271@gmail.com	This law firm was amazing to work with. The owner was very kind to my family members who were already going through a hard time and the fact that we received such care meant a lot to us. We are very grateful.
12/04/23, 16:24	172.93.177.164	bradthemanjohnson360@gmail.com	Definitely appreciate the firm for the hard work. They handled my matter in a very professional way and did a great job.
5/7/2024, 3:17	104.28.32.92	korsona@icloud.com	This law firm has done such a good job on my case. They have helped me throughout my divorce and child custody matter so much. I greatly appreciate them.
5/9/2024, 7:15	50.235.166.162	musher-poxes.0v@icloud.com	This is an amazing law firm to work with. I was so lucky to have them

			represent me in my divorce and family law matter. Thank you so much!
5/9/2024, 7:33	50.235.166.162	warmer.imageoes0o@icloud.com	Mr. Korson is truly outstanding to work with. He has done a tremendous amount for me, and I can hardly express my gratitude for his diligent efforts. Thanks to him, I managed to get through my divorce and custody matters. A heartfelt thank you, Mr. Korson.

12. The reviews submitted to CFA's FindLaw profile between December 2023 and May 2024, as set forth in paragraph 11, above, were false because Respondent submitted the reviews, not any current, former or prospective clients of Respondent.

13. Respondent knew the reviews submitted to CFA's FindLaw profile between December 2023 and May 2024, as set forth in paragraph 11, above, were false at the time he submitted the reviews.

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

- a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by submitting multiple false reviews purporting to have come from Respondent's clients to Respondent's profile on Avvo.com between August 2019 and May 2024; Respondent's profile on FindLaw.com between June 2023 and May 2024; and Chicago Family Attorneys, LLC's FindLaw.com profile between December 2023 and May 2024, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II
(Dishonesty – Creation of False Reviews Regarding Another Lawyer)

15. On March 23, 2023, Respondent met with Samoane Williams (“Williams”) and agreed to represent her *pro bono* in a pending divorce proceeding filed in Cook County as case number 2022 D 9230 (“the divorce proceeding”). Respondent assigned his associate to Williams’ matter.

16. On April 25, 2023, Respondent’s associate filed a motion to complete and exchange financial affidavits in the divorce proceeding and noticed the motion for presentment on May 15, 2023. On May 1, 2023, Respondent’s associate filed a petition for rule to show cause in the divorce proceeding, arising from the petitioner’s violation of a court order, and noticed the petition for presentment on May 15, 2023. On May 15, 2023, the court granted the petitioner 21 days to respond to the motion and petition filed on behalf of Williams in the divorce proceeding. Also on that date, the court set the motion and petition for an in-person hearing on July 14, 2023.

17. On or about June 5, 2023, Respondent’s associate left her employment with CFA.

18. On June 9, 2023, Respondent’s associate notified Williams that she was no longer working for CFA. The next day, Respondent informed Williams that he would be handling her case going forward.

19. On July 14, 2023, Respondent and Williams attended the in-person hearing for the petition for rule to show cause, but the opposing party failed to appear. At that hearing, the court ordered a body attachment with a bond set at \$2,500. The matter was scheduled for another hearing on August 21, 2023. At the conclusion of the hearing, Respondent informed Williams he would go to his office and submit the body attachment order electronically.

20. Prior to the August 21, 2023, Williams attempted to contact Respondent about what to expect at the upcoming hearing in her divorce proceeding.

21. On August 21, 2023, Respondent sent Williams the following text:

We don't have a status this morning. I checked the docket. Judge Boyd didn't put in the order for some reason. I'm going to motion up a case management. We need one anyway since opposing counsel is in now.

22. On August 29, 2023, Respondent informed Williams that he had spoken to opposing counsel and they were going to motion up the divorce proceeding.

23. On September 12, 2023, the petitioner in the divorce proceeding filed a motion to maintain the status quo and a petition for interim and prospective attorney's fees. The motion and petition were noticed for presentment on September 22, 2023.

24. On September 15, 2023, Williams retained attorney Mark Almanza ("Almanza") to represent her in the divorce proceeding. On September 21, 2023, Almanza filed an appearance on behalf of Williams, and he appeared in the divorce proceeding the following day.

25. On October 18, 2023, at 6:51 p.m., Almanza sent Respondent the following email regarding the divorce proceeding:

I am representing Samoane in her divorce and I have some concerns that I need you to address. First, can you send me all discovery documents, financial affidavits, and related documents. If you do not have them, please let me know.

Second, I do not see that you filed an appearance. Can you let me know what happened?

Third, and most importantly, I am concerned about what happened to the body attachment that was not entered. How did that happen? Because it was not entered, we are now having to re-litigate the matter. Also, I do not see the exhibits were attached to the motion. Can you please provide a full copy of the motion?

This matter needs urgent attention and I hope you respond in an expedited manner.

I really hope that you are able to address these matters as they reflect rather poorly on the handling of this matter up to this point.

I have included Samoane in this email and you can consider this request as coming directly from her as well.

26. On October 18, 2023, at 7:57 p.m., Respondent sent Almanza the following email:

This is an extremely rude email. I think your email lacks professionalism as I have been handling this matter pro bono and assisting.

My prior paralegal sent in the order and we called and were told that the email was received.

Our office filed an appearance on the matter. I'm more than happy to provide any documents. However, I highly recommend you learn that your statements reflect poorly on you as a practitioner.

27. Respondent's statement that his prior paralegal sent in the order and was told the email was received, as set forth in paragraph 26, above, was false because the order was not submitted to the court electronically by Respondent or his paralegal.

28. Respondent knew his statement regarding the electronic submission of the order, as set forth in paragraph 26, above, was false when he made it.

29. On October 18, 2023, at 8:01 p.m., Respondent sent Almanza the following email:

The order of protection also was only continued since the party did not appear. There isn't anything to "re-litigate". You should be aware it isn't hard to motion it up.

I have been given significant pleadings we are working through at this time.

I hope Samoane hires an attorney that knows how to respond appropriately if she truly expects to settle this matter. You demonstrate a lack of common sense when working with others which is astonishing. If anything, you seem to be a joke if you talk like this to anyone who practices.

30. On October 18, 2023, at 8:19 p.m. Respondent sent Almanza the following email:

I have communicated with my law clerk to send any documents no later than [the evening of October 20, 2023].

I am out of the office the next two days as my mom was recently diagnosed with breast cancer and I will be in Indiana.

If you have any further inappropriate comments to make, keep them to yourself. I don't appreciate the rude statements and Cook County is a small community of

practitioners surprisingly. I also doubt that Samoane would want to have an attorney who is absolutely so rude to other practitioners representing her since she works for JEP which preaches professionalism. You have shown a true lack of professionalism and a lack of knowledge, but I am more than happy to hand this case over to whomever would like to litigate this matter.

I will say, it doesn't seem as though you are qualified to even handle this matter given your background online as a criminal attorney or the statements you have made saying the matter needs to be "re-litigated". I disagree with what you said completely, but I blame that on what seems to be a lack of knowledge and common sense. I won't put up with anymore inappropriate or rude comments.

31. On October 18, 2023, Respondent posted a one-star Google review for Almanza's law firm which stated: "An extremely rude practitioner. Steer clear."

32. Respondent's statements in his Google review of Almanza, as set forth in paragraph 31, above, served no purpose other than to embarrass, delay, or burden Almanza.

33. On October 19, 2023, at 8:23 a.m., Almanza emailed Respondent and asked him to remove the one-star Google review, as set forth in paragraph 31, above.

34. On October 19, 2023, at 10:15 a.m., Respondent emailed Almanza and stated:

Absolutely not.

You're probably the most inappropriate attorney I've met. It's an honest assertion of you as a practitioner. People should steer clear of you.

If you don't like it, then ask Google.

I've got nothing more to say to you at this point. Like I said, I will have my staff send the complete file.

35. On October 20, 2023, at 6:34 p.m., Williams emailed Respondent and requested he send over her entire case file.

36. On October 20, 2023, at 10:17 p.m., Respondent sent Williams and Almanza the following email:

I said we would have my clerk send it over this evening.

I expect some professionalism out of you and your attorney. I just stated that my mom was sick.

It's still Friday. She is still working this evening wrapping up items for the day for me since I am out.

Have some professionalism and quit with the repeated emails. This is now the third day in a row and there has not been an objection to the date or an issue with it.

I find this ridiculous quite frankly.

37. Respondent's statement that his law clerk was still working after 10:00 pm on the evening of October 20, 2023, as set forth in paragraph 36, above, was false because no law clerks were working for Respondent the evening of October 20, 2023.

38. Respondent knew his statement regarding his law clerk working late into the evening of October 20, 2023, as set forth in paragraph 36, above, was false when he made it.

39. On October 20, 2023, at 10:30 p.m., Respondent submitted a one-star review to Almanza's Avvo profile which said: "Mark has shown an inability in professionalism in my dealings with him. He is rude, makes blanket inaccurate statements, and shows an inability to work with others from my personal communication with him." The review was submitted by detroitvintageworks@gmail.com and was associated with the IP address 172.222.113.186.

40. The review submitted to Almanza's Avvo profile on October 20, 2023, at 10:30 p.m., as set forth in paragraph 39, above, was false because Respondent submitted the review, not a current, former, or prospective client of Almanza.

41. Respondent knew the review submitted to Almanza's Avvo profile, as set forth in paragraph 39, above, was false at the time he submitted the review.

42. Respondent's statements in his Avvo review of Almanza, as set forth in paragraph 39, above, served no purpose other than to embarrass, delay, or burden Almanza.

43. On October 21, 2023, at 8:53 a.m., Almanza emailed Respondent and asked him to remove the one-star review he left on Almanza's Avvo profile. In the same email, Almanza renewed his request for Respondent's client file related to Williams, which was not produced by Respondent on October 20, 2023.

44. On October 21, 2023, at 2:36 p.m., Almanza emailed Respondent a subpoena requesting the documents by October 28, 2023.

45. On October 21, 2023, at 4:59 p.m., Respondent emailed Almanza and stated:

You might be a complete idiot.

My staff is sending over documents.

46. Respondent's statement "you might be a complete idiot" as set forth in paragraph 45, above, served no other purpose than to embarrass, delay, or burden Almanza.

47. On October 21, 2023, at 11:16 p.m., Respondent emailed Almanza and stated, in part:

I am filing an ARDC complaint against you immediately for the harassment and inappropriate use of a subpoena.

You have known I have been out for two days WORKING WITH MY MOM WHO HAS CANCER.

You are inappropriate, rude, and I hope you one day have to go through what I am experiencing now, but I would rather let the ARDC know how inappropriate you have been over the last several days.

48. Respondent's statement "you are inappropriate, rude, and I hope you one day have to go through what I am experiencing now" as set forth in paragraph 47, above, served no purpose other than to embarrass, delay, or burden Almanza.

49. On October 21, 2023, at 11:27 p.m., Respondent emailed Almaza and stated:

You realize that I have not had a single day with my mom who is sick WITH CANCER and UNDERGOING SURGERY [sic] without a ridiculous statement or stupid comment by you directed to me?

You have known that I have been out of the office for two days. I can't get one single day to my family.

I am going to show the ARDC this, I am going to show Judge Boyd when I ask for sanctions, and I will mention this in my review of your inappropriate behavior.

You are an absolutely terrible human being and I hope you and your loved ones have to endure the same harassment that I have undergone one day. (emphasis in original)

50. Respondent's statement "You are an absolutely terrible human being and I hope you and your loved ones have to endure the same harassment that I have undergone one day" as set forth in paragraph 49, above, served no purpose other than to embarrass, delay, or burden Almanza.

51. On October 30, 2023, Almanza filed a motion to compel Respondent to produce the client file and other specific documents Respondent purportedly filed or submitted on Williams' behalf in the divorce proceeding.

52. On November 1, 2023, the court ordered Respondent and CFA to produce all documents requested by Almanza no later than November 22, 2023. The matter was set for status on compliance with the order by Respondent for November 28, 2023.

53. On November 4, 2023, Respondent emailed Almanza a copy of his client file for Williams.

54. On November 6, 2023, Respondent filed a motion to withdraw from the divorce proceeding.

55. On November 13, 2023, Respondent filed a motion for sanctions against Almanza in the divorce proceeding based on Almanza's emails and conduct in requesting the production of

documents from Respondent. The motion was scheduled for a remote hearing on November 14, 2023, at 10:30 a.m. On the same date, Respondent filed a second motion for sanctions against Almanza in the divorce proceeding based on Almanza's conduct related to the November 1 order.

56. On November 14, 2023, the court ordered Respondent's motion to withdraw stricken as moot because he had no appearance on file. The court also ordered Respondent turn over the documents previously requested by Almanza no later than November 22, 2023, a date agreed to in open court by Respondent, including but not limited to, the body attachment order for the opposing party, all orders submitted relating to the July 14, 2023 hearing, and all emails relating to the submission of the body attachment and July 14, 2023, orders to the court.

57. On November 14, 2023, at 10:23 p.m., Respondent submitted a one-star review to Almanza's Avvo profile which said: "We hired Mark by recommendation but clearly he waa [sic] to inexperienced, emotional and did Not [sic] care about the seriousness of the case. He allowed the case to drag for years w/o filing any motions& [sic] was constantly inappropriate with his comments. If you or your loved one's life is hanging in the balance, Do Not Hire this man!! He will do a poor job & bail on you." The review was submitted by info@chiattorney.com and was associated with the IP address 185.217.168.115.

58. The review submitted to Almanza's Avvo profile, as set forth in paragraph 57, above, was false because Respondent submitted the review, not a current, former, or prospective client of Almanza.

59. Respondent knew the review submitted to Almanza's profile, as set forth in paragraph 57, above, was false at the time he submitted the review.

60. Respondent's statements in his Avvo review of Almanza, as set forth in paragraph 57, above, served no purpose other than to embarrass, delay, or burden Almanza.

61. On November 14, 2023, six minutes after Respondent submitted the review set forth in paragraph 57, above, Respondent submitted a one-star review to Almanza's Avvo profile which said: "terrible service that lawyer stole my money and never helped me solve my case I do not recommend it. I wasted my time and he stole my money, and this man has no professional ethics." The review was submitted by admin@legaledge.app and was associated with the IP address 103.50.33.158.

62. The review submitted to Almanza's Avvo profile, as set forth in paragraph 61, above, was false because Respondent submitted the review, not a current, former, or prospective client of Almanza.

63. Respondent knew the review submitted to Almanza's Avvo profile, as set forth in paragraph 61, above, was false at the time he submitted the review.

64. Respondent's statements in his Avvo review of Almanza, as set forth in paragraph 61, above, served no purpose other than to embarrass, delay, or burden Almanza.

65. On November 28, 2023, Respondent and Almanza appeared in the divorce proceeding for the status of Respondent's compliance with the court's November 14, 2023, order. On that date, Respondent advised the court that he had removed all negative online reviews he had posted against Almanza and Almanza Law, LLC.

66. Respondent's statement to the court on November 28, 2023, that he had removed all negative online reviews he had posted against Almanza was false because Respondent had not removed the one-star review he submitted, as set forth in paragraph 65, above.

67. Respondent knew the statement he made to the court on November 28, 2023, as set forth in paragraph 65, above, was false when he made it.

68. On January 6, 2024, at 1:36 a.m., Respondent submitted a one-star review to Almanza's Avvo profile which said: "This attorney has a short fuse and he doesn't earn the money he is paid. If I could leave him a zero star review. I would. He is a bad attorney." The review was submitted by pikeplaceinvestments@gmail.com and was associated with IP address 38.124.108.87.

69. The review submitted to Almanza's Avvo profile, as set forth in paragraph 68, above, was false because Respondent submitted the review, not a current, former, or prospective client of Almanza.

70. Respondent knew the review submitted to Almanza's Avvo profile, as set forth in paragraph 68, above, was false at the time he submitted the review.

71. Respondent's statements in his Avvo review of Almanza, as set forth in paragraph 68, above, served no purpose other than to embarrass, delay, or burden Almanza.

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

- a. in representing a client, using means that have no substantial purpose other than to embarrass, delay, or burden a third person, by conduct including submitting a Google review of Almanza on October 18, 2023; submitting Avvo.com reviews of Almanza on October 20, 2023, November 14, 2023, and January 6, 2024; making the statements to Almanza that "you might be a complete idiot," "you are inappropriate, rude, and I hope you one day have to go through what I am experiencing now," and "you are an absolutely terrible human being and I hope you and your loved ones have to endure the same harassment that I have undergone one day," in violation of Rule 4.4(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by stating that Respondent's paralegal sent the July 14, 2023, body attachment order to the court and was told the email was received; stating that his law clerk was still working after 10:00 p.m. on the evening of October 20, 2023;

advising the court that he had withdrawn all negative reviews of Almanza as of November 28, 2023; and submitting false reviews purporting to have come from Almanza's clients to Almanza's profile on Avvo.com on October 20, 2023, November 14, 2023, and January 6, 2024; in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(Failure to act with reasonable diligence, failure to keep a client reasonably informed, and dishonesty)

73. Beginning in or about January 2021, Respondent was the owner and principal attorney of the law firm Chicago Family Attorneys, LLC, ("CFA") in Chicago.

74. On or about December 8, 2022, Shalimar Melonson ("Melonson") and Respondent agreed that CFA would file and represent Melonson in an adult guardianship matter. The agreement provided that Melonson would initially pay a \$2,500 retainer and would be billed at an hourly rate of \$250 for all attorneys and \$175 for all non-attorney staff.

75. On March 27, 2023, Respondent's associate filed a petition to appoint Melonson as the guardian of Melonson's mother in the Circuit Court of Cook County. The matter was docketed as case number 2023P002193 ("the guardianship proceeding"). At the time the petition was filed, an initial case management hearing was set for April 26, 2023, at 11:00 a.m.

76. On April 26, 2023, Respondent, nor anyone from CFA, appeared on Melonson's behalf in the guardianship proceeding. The Court continued the guardianship proceeding to May 18, 2023, at 11:00 a.m., and ordered the attorney of record and Melonson to appear on that date. A copy of the order was mailed to Melonson by the Clerk of the Circuit Court.

77. On May 17, 2023, Melonson emailed Respondent and stated, in part:

"I need to connect and gather some information regarding the status of the case. I have a letter that came to my address referencing a zoom meeting and appearance with the courts scheduled for 05/18 at 11 am. Prior to receiving this, I reached out to [your associate] via email on 05/03 and I called several times and it leads to a

voicemail to leave. I have no further instructions or insight for the zoom meeting or what to expect or be prepared for. I know your office is busy with a ton of obligations, but if I can get some communication for what is expected of me or where we are with things it would me most helpful.”

78. On May 18, 2023, Respondent, nor anyone from CFA, appeared on Melonson’s behalf in the guardianship proceeding. The Court continued the guardianship proceeding to June 30, 2023, at 11:00 a.m. The Court’s order also stated that if the attorney of record and/or Melonson did not appear on that date, the petition would be dismissed for want of prosecution.

79. On June 30, 2023, Respondent, nor anyone from CFA, appeared on Melonson’s behalf in the guardianship proceeding. The Court entered an order dismissing the guardianship petition due to the failure to appear on multiple court dates, the failure to effectuate service of summons, the failure to obtain and present a medical report in support of the petition, and the failure to provide notice to family members or obtain waivers of notice.

80. On August 2, 2023, Melonson received an email from Respondent’s law clerk requesting an electronic signature on a document entitled Motion to Vacate Order Entered June 30, 2023.

81. At no time prior to August 2, 2023, had Respondent informed Melonson that her guardianship proceeding had been dismissed for want of prosecution due to Respondent’s failure to appear.

82. On August 7, 2023, at 8:14 a.m., Respondent sent an email to Melonson with the subject heading “Wrong Motion Sent,” and stated, in part: “We sent you the wrong motion for verification. [...] I didn’t see this before it went out. I apologize for the confusion.”

83. On August 7, 2023, at 11:24 a.m., Respondent, or someone at his direction, filed the Motion to Vacate Order Entered June 30, 2023, as referenced in paragraph 80, above.

84. On August 7, 2023, Respondent, or someone at his direction, filed a notice of filing for the motion to vacate, as referenced in paragraph 83, above. At no time, did Respondent set the motion to vacate for a motion hearing.

85. On August 7, 2023, at 1:09 p.m., Melonson emailed Respondent and stated, in part: “Want to run quickly by you a couple of questions in regard to the matter and the document asked to sign. 1. Was there a court date/appearance on June 30th that wasn’t attended?”

86. On August 7, 2023, at 2:40 p.m., Respondent replied to Melonson’s email and stated, in part: “No, we just had court again in July.”

87. Respondent’s statements that there was no court appearance on June 30, 2023, that went unattended and that someone from CFA had attended court in July 2023, as set forth in paragraph 86, above, were false because no one appeared on behalf of Melonson in the guardianship proceeding in July 2023 due to the dismissal entered on June 30, 2023, for CFA’s failure to appear.

88. Respondent knew his statements as set forth in paragraph 86, above, were false when he made them.

89. On August 22, 2023, Respondent emailed Melonson and stated, in part: “I appeared at your last status and the court didn’t enter the order so we filed the motions that have been drafted on your behalf instead of going back and forth with the court.”

90. Respondent’s statements that he appeared at the last status hearing in the guardianship proceeding and that the court did not enter the order from that date, as set forth in paragraph 89, above, were false because Respondent, nor anyone from CFA, appeared for a status hearing in Melonson’s guardianship matter and no orders were submitted to the court.

91. Respondent knew his statements as set forth in paragraph 89, above, were false when he made them.

92. On September 9, 2023, Respondent filed a motion to withdraw from the guardianship proceeding and a notice of motion which scheduled the motion hearing for September 21, 2023, at 10:00 a.m.

93. On September 21, 2023, Respondent, nor anyone from CFA, appeared in the guardianship proceeding. On that date, the Court entered an order finding that no one appeared on the motion to vacate between 10:00 a.m. to 3:30 p.m., and no courtesy copies or information was provided to the Court prior to the hearing, inconsistent with the Court's standing order. The Court ordered the motion to vacate stricken for want of prosecution and the June 30, 2023, order dismissing the petition to stand.

94. At no time did Respondent inform Melonson that her guardianship proceeding had been dismissed for want of prosecution due to Respondent's failure to appear.

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

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including, failing to appear at scheduled court hearings on June 30, 2023, and September 21, 2023, failing to effectuate service of summons, failing to obtain and present a medical report in support of the petition, failing to provide notice to family members or obtain waivers of notice, and failing to notice the motion to vacate the June 30, 2023, dismissal for a hearing in Cook County case number 2023P002193, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to keep a client reasonably informed about the status of a matter, by failing to advise Melonson that Cook County case number 2023P002193 was dismissed for want of prosecution on June 30, 2023, and failing to advise Melonson that on September 21, 2023, the court ordered the June 30, 2023, dismissal of her

case to stand, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and

- c. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by falsely informing Melonson that the court appearance on June 30, 2023, was not missed; that someone from CFA appeared in the guardianship proceeding in July 2023; that Respondent appeared at a status hearing in the guardianship matter; and that the court did not enter an order for the status hearing, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV

(Failure to act with reasonable diligence, failure to promptly comply with reasonable requests for information, failure to refund an unearned fee, and dishonesty)

96. In or about late December 2022, Lyndera Williams (“Lyndera”) and Respondent agreed that CFA would represent Lyndera in a pending appeal of a decision made by the Department of Children and Family Services (“DCFS”), which was scheduled for a telephonic hearing on January 20, 2023.

97. On January 2, 2023, Lyndera and Respondent entered into a representation agreement relating to the DCFS appeal. The agreement provided that CFA would receive a “non-refundable upfront flat fee total of \$3,500.00” and after the first month of service, Lyndera would be billed at an hourly rate of \$250 for all attorneys and \$150 for all non-attorney staff.

98. On January 20, 2023, Respondent’s associate appeared on behalf of Lyndera for the telephonic hearing and requested a continuance. The Administrative Law Judge granted the continuance, and set the appeal for a telephonic status hearing on March 7, 2023, at 4:00 p.m.

99. On February 3, 2023, Lyndera emailed Respondent and requested an update on her case. Respondent replied to Lyndera and stated: “We have a status on the matter with them in March. We are using this time to gather the proper arguments and evidence to pursue this matter fully.”

100. On February 24, 2023, Lyndera emailed Respondent to ask what day and time in March that her case was set for. At no time did Respondent respond to Lyndera's February 24, 2023, email.

101. On March 3, 2023, Lyndera emailed Respondent and asked for an update on her case, including when the next hearing would occur. At no time did Respondent respond to Lyndera's March 3, 2023, email.

102. On March 7, 2023, Respondent, nor anyone from CFA, appeared for the 4:00 p.m. telephonic status in Lyndera's DCFS appeal. The Administrative Law Judge called Respondent for the scheduled 4:00 p.m. status three times and left a voicemail. On that date, the Administrative Law Judge entered an order dismissing the case, finding that Lyndera had abandoned her right to a service appeal based on Respondent's failure to appear without adequate cause and without requesting a rescheduling prior to the hearing.

103. On March 10, 2023, Lyndera emailed Respondent and stated: "I called your office. Your voice-mail is not working. I'm not able to leave a message." At no time did Respondent respond to Lyndera's March 10, 2023, email.

104. On March 31, 2023, Lyndera emailed Respondent and stated: "Would you PLEASE let me know what is going on with the hearing." At no time did Respondent respond to Lyndera's March 31, 2023, email.

105. On April 10, 2023, Lyndera emailed Respondent and stated: "Please send update."

106. On April 20, 2023, Respondent emailed Lyndera and stated: "The appeal with the court has been filed and we have requested another hearing."

107. Respondent's statement that an appeal had been filed with the court, as set forth in paragraph 106, above, was false because CFA had not filed an appeal on behalf of Lyndera.

108. Respondent knew his statement, as set forth in paragraph 106, above, was false when he made it.

109. On April 28, 2023, Lyndera emailed Respondent and stated: “Have they set a date?” At no time did Respondent respond to Lyndera’s April 28, 2023, email.

110. On May 13, 2023, Lyndera emailed Respondent and stated: “Hi Aaron may I have an update.” At no time did Respondent respond to Lyndera’s May 13, 2023, email.

111. On May 23, 2023, Lyndera emailed Respondent and stated: “May I have an update please?” At no time did Respondent respond to Lyndera’s May 23, 2023, email.

112. On May 30, 2023, Lyndera emailed Respondent and stated: “Can you send any and all documents submitted to Cook County Circuit Court for my records please. Also, please send me an update on the case.”

113. On May 30, 2023, Respondent emailed Lyndera and replied: “Yes. I’ll go ahead and send them later this afternoon when I am out of court. We are waiting for our hearing date at this time.”

114. Respondent’s statement that he was waiting for a hearing date, as set forth in paragraph 113, above, was false because Respondent knew that there was no matter pending on Lyndera’s behalf in the Circuit Court of Cook County.

115. Respondent knew his statement as set forth in paragraph 113, above, was false when he made it.

116. On June 3, 2023, Lyndera emailed Respondent that she was waiting for the documents.

117. On June 15, 2023, Lyndera emailed Respondent and stated: “PLEASE send me copies of the documents submitted for the appeal. I’ve been waiting for over a week now. You stated you would send.”

118. On June 15, 2023, Respondent emailed Lyndera and stated: “Yes. I will send everything over. I am still dealing with several issues, but I will try and get this over to you as soon as possible.”

119. On June 29, 2023, Lyndera emailed Respondent and stated, in part: “What is the delay [regarding] the documents? I’m so trusting in your process. However, it shouldn’t be this difficult to obtain documentation. Please be upfront with me regarding this case.”

120. On June 29, 2023, Respondent emailed Lyndera and stated: “I will have them over to you sometime today. I need to have our paralegal send everything over.”

121. On July 10, 2023, after still not receiving copies of any documents filed on her behalf, Lyndera emailed Respondent and requested a refund.

122. On July 10, 2023, Respondent emailed Lyndera and stated: “We have already filed your paperwork and I have already started working on your case. You are not entitled to a refund. You need to read your contract as you actually owe us money and I have not been compensated for the rest of the work for several months. I have been very patient with regard to the invoices that were sent out.”

123. Respondent’s statements that CFA had filed paperwork on Lyndera’s behalf and that she had not paid invoices for several months of work, as set forth in paragraph 122, above, were false because Respondent knew CFA had not filed any paperwork on Lyndera’s behalf and that CFA had not issued any invoices to her.

124. Respondent knew his statements, as set forth in paragraph 122, above, were false when he made them.

125. On July 11, 2023, the Administrator docketed an investigation against Respondent after receiving a report from Lyndera.

126. On November 28, 2023, Respondent appeared remotely to give sworn testimony related to his representation of Lyndera. In his sworn statement testimony, Respondent represented that he would be issuing Lyndera a full refund. Respondent's sworn statement was continued to January 22, 2024.

127. On January 22, 2024, Respondent appeared remotely to give continued sworn testimony.

128. During the sworn statement, Respondent was asked the following questions and gave the following answers:

Q. So back in November when we discussed this case, you stated that [. . .] you would be refunding the full amount to Ms. Williams. So have you issued her a full refund?

A. Yeah. Yeah. I just sent it out last week, so . . .

Q. And what's the amount of that refund?

A. 3,500. Oh, wait, no. I think it might have actually been a little bit more because she had – What do you call it? I think there's like another fee in there. Whatever the full amount was. But I can go back and send a copy of whenever you guys need.

129. Respondent's statements that he had issued Lyndera a full refund in January 2024, as set forth in paragraph 128, above, were false because Respondent had not issued Lyndera a refund.

130. Respondent knew his statements, as set forth in paragraph 128, above, were false when he made them.

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

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including, failing to appear at the scheduled telephonic hearing on March 7, 2023, in Lyndera's DCFS appeal, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to Lyndera's emails regarding the status of her case, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- c. failing to promptly refund to Lyndera upon discharge any portion of the \$3,500 fee paid in advance that had not been earned, by conduct including failing to refund any unearned portion of the \$3,500 fee that Lyndera Williams paid to Respondent in connection with his agreement to represent her in her DCFS appeal, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010);
- d. knowingly making a false statement of material fact in connection with a disciplinary proceeding, by conduct including making false statements in sworn testimony on January 22, 2024, as set forth in paragraph 128, above, during the Administrator's investigation of his conduct, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- e. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by conduct including, making false statements to Lyndera, as set forth in paragraphs 106, 113, and 122, above, and by making false statements in sworn testimony on January 22, 2024, as set forth in paragraph 128, above, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT V

(Failure to act with reasonable diligence, failure to keep a client reasonably informed, and collecting an unreasonable fee of \$15,082.39)

132. On November 12, 2022, Respondent and Kimberly Murphy (“Murphy”) agreed that Respondent would represent Murphy in two matters then pending in the Circuit Court of Cook County. The first matter related to the administration of Murphy’s grandmother’s estate (hereinafter “the probate matter”). The second matter related to the foreclosure of a property owned by Murphy’s grandmother’s estate (hereinafter “the foreclosure matter”). Respondent and Murphy agreed that Murphy would pay Respondent a retainer of \$2,500, against which Respondent would bill at an hourly rate of \$250 for all work by the attorneys of his firm.

133. On January 10, 2023, Respondent’s then associate filed the firm’s appearance and an answer to the plaintiff’s amended complaint in the foreclosure matter.

134. On January 24, 2023, the plaintiff in the foreclosure matter filed a motion for summary judgment. On January 31, 2023, the plaintiff filed a notice of motion, scheduling the motion for summary judgment to be heard on February 27, 2023, and served it, along with the motion for summary judgment, via email to Respondent’s associate. On February 27, 2023, Respondent’s associate appeared and the court ordered that the defendants’ responses to the motion for summary judgment were due within 28 days, and the plaintiff would have 21 days to reply.

135. On February 16, 2023, Respondent’s associate filed the firm’s appearance in the probate matter and a motion to consolidate the probate and foreclosure matters. The motion to consolidate the two matters was never noticed or presented for hearing, and as of April 25, 2023, neither Respondent, nor any other attorney at the firm, had filed a response to the plaintiff’s motion for summary judgment in the foreclosure matter.

136. On April 25, 2023, the court in the foreclosure matter entered an order of default against Murphy and other co-defendants because they had not filed a response to the plaintiff's motion for summary judgment.

137. On April 26, 2023, Murphy emailed Respondent about the status of the foreclosure matter after she looked up the case online and discovered a judgment of foreclosure had been entered on April 25, 2023.

138. On April 26, 2023, Respondent emailed Murphy and stated, in part:

There is a redemption period that occurs on this. The issue is that the estate hasn't been handled yet.

Since the estate hasn't been properly handled and we are waiting on the courts, they have to go ahead and do this, but we get 30 days to go ahead and file a vacate [sic]. Then we are capable of dragging this out so long as the court deems it reasonable and necessary.

With what is pending in court on the financial matters and the estate, they should be able to allow us to extend this out until we have you appointed or the issue is transferred solely to other issues whereby they are responsible and not you.

139. On April 26, 2023, Respondent emailed Murphy a second time, and stated, in part:

To clarify, you don't need to worry. We are on top of this. [. . .]

The good news is that we now use this to prove the other party did not abide by her duties. We get in on a faster motion now and we can have her removed. We don't have to do a long drawn out wait for a hearing.

Then when the appointment occurs due to failure by the other party. We do our vacate [sic].

140. On May 25, 2023, Respondent filed a motion to vacate the April 25, 2023, default order in the foreclosure matter, and noticed the motion for a June 12, 2023, hearing. On June 12, 2023, the court granted the motion to vacate as to Murphy and allowed her 14 days to file a response to the plaintiff's motion for summary judgment.

141. On June 12, 2023, Respondent emailed Murphy and stated, in part:

The default is vacated. If anything were to fall with regard to the default, it is going to fall on other parties. You are free and clear right now, but I am going to keep pushing to get this handled for you. [. . .]

Opposing counsel really went for the jugular today, but I managed to really show the court that your rights are superior in this matter and you deserve your time in court and you don't deserve to be trampled on or made to be blamed for the costs of the estate.

142. Respondent did not file a response to the motion for summary judgment on behalf of Murphy in the foreclosure matter, within 14 days of the court's June 12, 2023, order or at any time before July 13, 2023. On July 19, 2023, the court entered an order for summary judgment and judgment of foreclosure and sale in favor of the plaintiff and against Murphy.

143. At no time did Respondent inform Murphy that no response to the motion for summary judgment had been filed on her behalf in the foreclosure matter.

144. On September 21, 2023, the independent administrator in the probate matter filed a motion to close the estate.

145. Between November 12, 2022, and October 3, 2023, Murphy paid Respondent at least \$15,082.39 for his representation in the probate and foreclosure matters. The services Respondent and his firm performed on behalf of Murphy does not justify his retention of the entire \$15,082.39 fee.

146. On November 2, 2023, Respondent filed a motion to remove the independent administrator in the probate matter. The motion was set for a hearing on January 4, 2024. On January 4, 2024, neither Respondent, nor anyone else from his firm, appeared on Murphy's behalf in the probate matter.

147. On January 4, 2024, the independent administrator filed a final report of the independent representative in the probate matter. The final report was set for a hearing on April 17, 2024.

148. On April 17, 2024, Murphy texted Respondent and asked if he would be appearing in the probate matter that morning. On that date, Respondent texted Murphy and stated: “Ms. Murphy, I don’t see it on the court docket at all and I’m in another matter.” On that date, neither Respondent, nor anyone else from his firm, appeared on Murphy’s behalf in the probate matter.

149. On April 17, 2024, the court ordered the estate of Murphy’s grandmother closed.

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

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a response to the motion for summary judgment in Murphy’s foreclosure matter, and failing to appear and present Murphy’s motion to remove the independent administrator in her probate matter on January 4, 2024, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to inform Murphy that no response to the plaintiff’s motion for summary judgment had been filed on her behalf in her foreclosure matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. making an agreement for, charging and collecting an unreasonable fee, by conduct including collecting at least \$15,082.39 from Murphy in connection with her probate and foreclosure matters, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010).

COUNT VI

(Failure to act with reasonable diligence, failure to keep a client reasonably informed, and failure to refund an unearned fee)

151. On June 26, 2023, Respondent agreed to represent Satinder Bhogal (“Bhogal”) in an immigration matter. More specifically, Respondent agreed to prepare and file an I-130 petition, seeking permanent resident status of Bhogal’s spouse, in exchange for a \$2,000 fee and payment of costs associated with filing the petition with United States Citizenship and Immigration Services

(“USCIS”). On June 27, 2023, Bhogal paid Respondent \$2,000 representing Respondent’s attorney’s fee.

152. In or about July 2023, Bhogal sent Respondent copies of the supporting documentation needed to accompany the filing of an I-130 petition on behalf of Bhogal and his spouse.

153. On July 20, 2023, Respondent emailed Bhogal and stated: “I am filing the documents today. I will send you the invoice. Once the invoice has been paid for the filing fees, we send in your documents and wait for the receipt in the mail.”

154. On July 21, 2023, Bhogal paid Respondent an additional \$1,044.45 in filing fees for his immigration matter. The filing fees included an I-130 processing fee of \$550.52, a National Visa Center (“NVC”) processing fee of \$457.91, and a shipping fee of \$36.02.

155. After receiving the filing fees, Respondent did not file the I-130 petition on behalf of Bhogal and his spouse.

156. Between August 2023 and May 2024, Bhogal attempted to contact Respondent several times via email, phone, and text to request the receipt number for his filed I-130 petition. Respondent either did not respond to Bhogal’s communications entirely, or when he did respond, he did not provide him with the receipt number.

157. On July 2, 2024, Bhogal emailed Respondent and asked for the receipt number for his I-130 petition. On that date, Respondent emailed Bhogal and stated, in part: “We moved offices in May. I have to pull out your file from our storage unit where we keep all of our documents. I am in court tomorrow, but I can get you all of your documents by Sunday afternoon when I have time to drive and get your file.”

158. At no time prior to July 2024, did Respondent inform Bhogal that he had not filed an I-130 petition on behalf of Bhogal and his spouse. In or about late July 2024, Respondent informed Bhogal that he did not file the I-130 petition, and he requested that Bhogal resubmit the supporting documentation needed to accompany the petition.

159. Between August and September 2024, Bhogal sent Respondent copies of the supporting documentation needed for the filing of an I-130 petition on behalf of Bhogal and his spouse. As of January 2025, Respondent had not filed an I-130 petition on behalf of Bhogal and his spouse, nor had he provided Bhogal with drafts or copies of the immigration petition.

160. Prior to January 27, 2025, Bhogal asked Respondent for a refund because Respondent had not earned his attorney's fee or paid any costs associated with Bhogal's matter. As of the date that the members of Panel G of the Commission's Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent has not returned any of the \$3,044.45 in fees and costs to Bhogal.

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

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including, failing to file an I-130 petition on behalf of Bhogal and his spouse, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to keep the client reasonably informed about the status of the matter, by conduct including, failing to inform Bhogal that no I-130 petition had been filed on behalf of Bhogal and his spouse between August 2023 and June 2024, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. failing to promptly refund to Bhogal upon discharge any portion of the \$2,000 attorney fee and the \$1,044.45 filing fees paid in advance that had not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT VII

(Failure to refund an unearned fee, failure to act with reasonable diligence, failure to render a full accounting of funds upon request by the client, and dishonesty)

162. On March 25, 2024, Respondent agreed to represent Colleen Chazaro (“Chazaro”) in matters related to Chazaro’s desire to transfer her Texas family law matter to Cook County, Illinois and to obtain a post-decree modification to her existing child custody and support orders. Respondent and Chazaro further agreed that Chazaro would pay Respondent a \$2,500 security retainer, and that those funds would be held in his client trust account located at Byline Bank, until earned. On March 25, 2024, Chazaro paid Respondent \$2,500.

163. On March 25, 2024, Respondent emailed Chazaro and stated, in part: “I am confident that we can get this matter on file for you in a very quick timeframe. I have made sure to move several appointments to work on your case today. If you can please send me your documentation from your case in Texas, I can start working immediately on your matter.” On that date, Chazaro emailed Respondent several documents and other information related to her Texas family law matter.

164. On March 25, 2024, Respondent emailed Chazaro and stated: “This is all great information to have. I am still working on your pleadings. I will give you a call tomorrow afternoon so we can ensure everything is correct and we will get it on file for you.”

165. On March 26, 2024, Respondent emailed Chazaro and stated, in part: “I just need to go through a couple more details and we will be all set, but I’m currently wrapping up a hearing. So long as we get this on file tonight, we should be fine.”

166. On March 26, 2024, Chazaro emailed Respondent and stated: “When you have finished with that needs submitting, can you review with me exactly what is being sent and/or send me copies?” At no time did Respondent or anyone from CFA respond to Chazaro’s email.

167. As of March 27, 2024, Respondent had not filed documents on Chazaro's behalf to transfer her Texas family law matter to Cook County or to obtain a post-decree modification to her existing child custody and support orders. On March 27, 2024, at 8:34 p.m., Chazaro emailed Respondent and stated: "Sorry to email again. Can you tell me if our case has been filed in Illinois?"

168. On March 27, 2024, at 8:47 p.m., Respondent emailed Chazaro: "Yes, We are waiting for the filing to come back."

169. Respondent's statement that he had filed a case on Chazaro's behalf in Illinois and was waiting for the filing to come back as accepted, as set forth in paragraph 168, above, was false because Respondent had not submitted a case on Chazaro's behalf for e-filing as of March 27, 2024.

170. Respondent knew his statements, as set forth in paragraph 168, above, were false when he made them because he knew he had not submitted a case on Chazaro's behalf for e-filing as of March 27, 2024.

171. On March 27, 2024, at 9:13 p.m., Chazaro emailed Respondent and stated, in part: "Did we submit anything that would initiate the UCCJEA conference? How long should it take for the filing to come back and what does that depend on?"

172. On March 27, 2024, at 10:03 p.m., Respondent emailed Chazaro and stated: "It usually will be accepted by 5 pm on Friday. The UCCJEA conference has been requested by motion. There is nothing that they can do at this point in Texas. The judges will get together and discuss the matters at hand. Once we get the case number, your attorneys in Texas need to file a motion for the conference to occur as well."

173. Respondent's statement that he requested a UCCJEA conference on behalf of Chazaro by motion, as set forth in paragraph 172, above, was false because Respondent had not submitted a motion on Chazaro's behalf for e-filing as of March 27, 2024.

174. Respondent knew his statements, as set forth in paragraph 172, above, were false when he made them because he knew he had not submitted a motion on Chazaro's behalf for e-filing as of March 27, 2024.

175. On March 29, 2024, Chazaro emailed Respondent and stated: "Was our case accepted today? I'm not sure if that's exactly what was happening. I understand we are waiting on a case number."

176. On April 1, 2024, at 8:03 a.m., Respondent emailed Chazaro and stated, in part: "Yes. We are all set. [. . .] I will send you all of the information when I am back in the office tomorrow."

177. Respondent's statement to Chazaro that her case filing was accepted as of April 1, 2024, as set forth in paragraph 176, above, was false because no such case filed on Chazaro's behalf had been accepted in the Circuit Court of Cook County as of April 1, 2024.

178. Respondent knew his statements, as set forth in paragraph 176, above, were false when he made them because he knew that no such case filed on Chazaro's behalf had been accepted in the Circuit Court of Cook County as of April 1, 2024.

179. On April 2, 2024, at 10:38 a.m., Chazaro emailed Respondent and stated: "I just left you a voicemail. I need the case number today as soon as possible. Any updates as well?"

180. On April 2, 2024, at 10:44 a.m., Respondent emailed Chazaro and stated: "I will have it over to you as soon as I am out of court. What is your ex's most current address and contact information so I can put it into the service contact list?"

181. On or about April 2, 2024, Respondent filed a copy of Chazaro's Texas divorce decree in the Circuit Court of Cook County. However, the Texas divorce decree filed by Respondent was not accompanied by any other documents, including but not limited to, a cover sheet, notice of filing, petition, motion, or affidavit. On April 2, 2024, at 1:51 p.m., the Circuit Court of Cook County accepted Respondent's filing of a copy of Chazaro's Texas divorce decree, and assigned the matter case number 2024D002477.

182. On April 2, 2024, at 2:21 p.m., Respondent emailed Chazaro and stated, in part: "The case number is 2024D002708. I am still waiting for the actual filings to come back. Everyone is having issues with how behind the clerk's office is right now, but I did just call and confirm with them. We registered it as a foreign judgment outside of Illinois and we are going to get a notice of motion in which will give us a date for the UCCJEA conference."

183. On April 9, 2024, Respondent emailed Chazaro, and stated: "I sincerely apologize. The new case number is actually 2024D02477. Someone misread the filing, but we do have it all filed. I will let you know the date we get the presentment for the motion for the UCCJEA conference."

184. On April 9, 2024, Chazaro emailed Respondent, and stated: "Was the motion filed for the [UCCJEA] conference?" At no time did Respondent or anyone from CFA respond to Chazaro's email.

185. On April 18, 2024, Chazaro emailed Respondent and informed him that her ex-husband had hired a new lawyer in Texas, and that her counsel in Texas advised that her ex-husband needed to be served in the Illinois proceedings immediately.

186. On April 18, 2024, at 3:27 p.m., Respondent emailed Chazaro and stated: "Thank you for letting me know. I need to speak with your attorney. I need to speak with your attorney

and see if I can get a quicker special process server to have him served by tomorrow. I am currently in a meeting, but I will give you a call back as soon as possible.” Thereafter, Chazaro’s counsel in Texas provided the contact information of a special process server to Respondent.

187. On April 18, 2024, at 7:40 p.m., Chazaro emailed Respondent and stated: “Are you able to provide me an update?” On that date, Respondent emailed Chazaro and stated: “I spoke with your attorney. I made the call. Everything is already set.”

188. On April 26, 2024, Chazaro’s Texas counsel inquired whether Chazaro’s ex-husband had been served with an order of protection. On that date, Chazaro sent an email to Respondent and her Texas counsel and stated, in part: “I have no idea. I’ve been unable to reach [Respondent].”

189. On April 26, 2024, Respondent emailed Chazaro and stated: “My clients make appointments and I have received emails, phone calls, the works every day. If you would like to make an appointment, I can fit you in on Tuesday. This is getting to be a bit much.”

190. As of April 26, 2024, the only document Respondent had filed on behalf of Chazaro was a copy of her Texas divorce decree. Respondent’s filing of the Texas divorce decree was not accompanied by a cover sheet, notice of filing, an affidavit, or any petition or pleading requesting the Cook County Circuit Court register the foreign judgment and/or requesting a UCCJEA conference be scheduled.

191. On January 23, 2025, Chazaro requested that Respondent provide her with a complete record of all invoices or bills issued for her matter. On February 27, 2025, Chazaro renewed her request for an itemized invoice for services rendered on her behalf and also requested a full refund of the \$2,500 in fees she paid to Respondent. At no time did Respondent provide Chazaro with an itemized invoice or accounting for services rendered on her behalf.

192. As of the date that the members of Panel G of the Commission's Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent has not returned any of the \$2,500 fee to Chazaro. The services Respondent provided on behalf of Chazaro do not justify his retention of the entire \$2,500 fee.

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

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to properly record Chazaro's Texas divorce decree as a foreign judgment in Cook County, failing to serve the opposing party in Chazaro's matter, and failing to request a UCCJEA conference in Chazaro's matter, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to promptly render a full accounting of funds upon request by the client, by conduct including failing to provide Chazaro with a full accounting in relation to her \$2,500 security retainer, as requested by Chazaro in January and February 2025, in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly refund to Chazaro upon discharge any portion of the \$2,500 fee paid in advance that had not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010);
- d. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, (1) stating to Chazaro that he had filed a case on her behalf and was waiting for the filing to come back, as set forth in paragraph 168; (2) stating to Chazaro that he requested a UCCJEA conference by motion, as set forth in paragraph 172; and (3) stating that the filing of Chazaro's case had been accepted as of April 1, 2024, as set forth in paragraph 176, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct.

COUNT VIII
(*Dishonesty*)

194. On or about July 6, 2024, Respondent agreed to represent Shicole Ashford (“Ashford”) in a lawsuit to recover a security deposit from Ashford’s prior landlord. On that date, Ashford paid Respondent \$391.25 which Respondent told her would be the filing fee for her case.

195. On July 8, 2024, Respondent emailed Ashford and stated: “We are wrapping up your documents today and working on finding you a special process server for your case. I will send everything over once we have the pleadings and logistics figured out.”

196. As of July 30, 2024, Respondent had not filed anything on Ashford’s behalf to initiate a claim against her former landlord. On July 30, 2024, Ashford emailed Respondent and requested an update on her case.

197. On July 31, 2024, Respondent emailed Ashford and stated: “We are just trying to get service at this point in time.”

198. Respondent’s statement that as of July 31, 2024, Respondent and his firm were just trying to get service of the defendant in Ashford’s case, as set forth in paragraph 197, above, was false because as of July 31, 2024, Respondent had not filed any lawsuit on behalf of Ashford.

199. Respondent knew his statement, as set forth in paragraph 197, was false when he made it because he knew he had not filed any lawsuit on behalf of Ashford.

200. On November 5, 2024, Ashford emailed Respondent and requested an update on her case’s progress, copies of any filed documents, and the case number. After receiving no response, Ashford emailed Respondent again on November 12, 2024, requesting an update on her case and the case number.

201. On November 12, 2024, Respondent emailed Ashford and stated that his staff had just tried to reach out to her and would be more than happy to assist. On that date, Ashford emailed

Respondent to inform him that she had not received any missed calls or voicemails from his office, but that she would wait for a call from his staff.

202. As of the date that the members of Panel G of the Commission's Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent had not filed a lawsuit on behalf of Ashford, nor did he provide Ashford with drafts of any documents prepared on her behalf.

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

- a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by conduct including informing Ashford that he was trying to obtain service in her lawsuit on July 31, 2024, as set forth in paragraph 197; in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IX

(Failure to refund an unearned fee)

204. On September 4, 2024, Respondent agreed to represent Ariel Sanders Shannon ("Sanders Shannon") in matters relating to Sanders Shannon's desire to file a petition for relocation of her daughter. Respondent and Sanders Shannon agreed that Respondent would be paid a flat fee of \$1,200 for his services. On September 6, 2024, Sanders Shannon paid Respondent \$1,200.

205. As of September 24, 2024, Respondent had not filed anything on behalf of Sanders Shannon, nor had he provided her with any drafts of the petition for relocation. On that date, Sanders Shannon emailed Respondent and requested that he refund her retainer and cease all work on her behalf. Thereafter, she retained new counsel to file the petition on her behalf.

206. On September 24, 2024, Respondent emailed Sanders Shannon that he would refund her retainer within the next seven days.

207. As of the date that the members of Panel G of the Commission's Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent has not returned any of the \$1,200 fee to Sanders Shannon. The services Respondent provided, if any, on behalf of Sanders Shannon do not justify his retention of the full \$1,200 fee.

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

- a. failing to promptly refund to Sanders Shannon upon discharge any portion of the \$1,200 fee paid in advance that had not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT X
(Failure to refund an unearned fee)

209. On October 16, 2024, Respondent agreed to represent Alicia Ramos ("Ramos") in an appeal of a decision made by the Illinois Department of Children and Family Services ("DCFS") in exchange for a flat fee of \$1,500. On October 17, 2024, Ramos paid Respondent \$1,500.

210. On October 18, 2024, Ramos texted Respondent that she no longer needed his services and requested a refund of the \$1,500 fee. On that date, Respondent texted Ramos and stated: "I've already started drafting on your behalf. I'll send over the hours and documentation and send a refund in accordance with the contract within the next 7 days."

211. As of the date that the members of Panel G of the Commission's Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent has not returned any of the \$1,500 fee to Ramos. The services Respondent provided, if any, on behalf of Ramos do not justify his retention of the full \$1,200 fee.

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

- a. failing to promptly refund to Ramos upon discharge any portion of the \$1,500 fee paid in advance that had not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT XI

(Communicating with a person the lawyer knows to be represented without consent of the person's lawyer, and using means that have no substantial purpose other than to embarrass, delay, or burden a third person)

213. On December 19, 2024, an individual with the initials "M.M." filed an emergency order of protection against an individual with the initials "C.J." in the Circuit Court of Will County.

214. On January 7, 2024, a lawyer appeared on behalf of C.J. in the order of protection matter. On that date, the plaintiff voluntarily withdrew the petition, and the matter was dismissed.

215. On or about January 30, 2024, C.J.'s lawyer prepared a draft petition for an order of protection against M.M on behalf of C.J. (hereinafter "the draft order of protection"), and sent C.J. a copy of the draft order of protection. The draft order of protection identified the name, contact information, and attorney number of lawyer who had prepared the petition on behalf of C.J. Thereafter, C.J. inadvertently produced the draft order of protection as part of discovery in a separate family law matter that was pending in Virginia against her ex-husband, J.C.

216. On or before February 3, 2025, Respondent agreed to represent M.M. in relation to a stalking no contact order filed by M.M.

217. On February 3, 2025, the Respondent left a voicemail for C.J.'s lawyer regarding the draft order of protection, and requested that C.J.'s lawyer call him back. Respondent knew that C.J.'s lawyer represented C.J. with respect to the draft order of protection because the lawyer's name and contact information was listed on the draft order of protection as the person who prepared

the petition on behalf of C.J. The next day, Respondent emailed C.J.'s lawyer, attaching a copy of the draft order protection, and requested the file stamped version and case number for the petition.

218. On February 6, 2025, C.J. emailed J.C.'s lawyer, pursuant to Ill. S. Ct. Rule 201(p), and informed him that she was asserting privilege or work product over the draft petition for an order of protection which had been inadvertently produced in the Virginia matter. In addition, C.J. requested that J.C.'s lawyer cease reviewing, using, or disseminating the draft petition and to confirm in writing that all copies were permanently destroyed.

219. On February 6, 2025, J.C.'s lawyer forwarded C.J.'s email asserting privilege over the draft order of protection to his client, J.C., and requested that J.C. share the email with M.M.'s attorney. Thereafter, J.C. forwarded C.J.'s February 6, 2025, email to Respondent.

220. On February 7, 2025, at 12:05 a.m., Respondent emailed C.J. the following message:

I'm asserting my right to tell you that no one in God's green's [sic] earth is going to care what crazy statute you site [sic] to that means nothing.

You have harassed my client, you have obliterated common decency, and I'm going to make sure the court knows what sins you make on a daily basis until you step on the landmine [sic] of absolute stupidity you are bound to destroy yourself on (rhetorically).

Tell Rob I said what's up.

Bench warrants coming soon. Can't wait to meet in person. You either find some sanity and stop harassing my client or I cost you more than you can imagine.

221. Respondent's statements in his February 7, 2025, email to C.J., as set forth in paragraph 220, above, served no purpose other than to embarrass, delay, or burden C.J.

222. At the time Respondent sent the email set forth in paragraph 220, above, he knew that C.J. was represented by a lawyer with respect to draft order of protection against M.M.

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

- a. in representing a client, communicating about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, without consent of the other lawyer or without authorization to do so by law or court order, by conduct including emailing C.J. on February 7, 2025, regarding a draft petition for an order of protection, as set forth in paragraph 220, above, despite knowing C.J. was represented by counsel, and without consent from C.J.'s lawyer or authority under law or order, in violation of Rule 4.2 of the Illinois Rules of Professional Conduct (2010); and
- b. in representing a client, using means that have no substantial purpose other than to embarrass, delay, or burden a third person, by conduct including emailing C.J. on February 7, 2025, as set forth in paragraph 220, above, in violation of Rule 4.4(a) of the Illinois Rules of Professional Conduct (2010).

COUNT XII

(Failure to refund an unearned fee)

224. On or about February 14, 2025, Respondent agreed to represent Carmen Ramirez Quiroz ("Ramirez") and Kevin Quiroz ("Quiroz") in an appeal of a decision made by the Illinois Department of Children and Family Services ("DCFS") and to file a guardianship matter in the Circuit Court of Cook County. Respondent agreed to represent Ramirez and Quiroz for a flat fee of \$2,100. As of February 21, 2025, Ramirez and Quiroz paid Respondent \$2,100.

225. On February 26, 2025, Ramirez emailed Respondent and asked about the status of the DCFS appeal. On the same date, Respondent emailed Ramirez and indicated that the appeal was moving forward, but he did not have more of an update at that time because he was waiting to receive the file from DCFS.

226. On April 2, 2025, Ramirez emailed Respondent and requested a copy of any correspondence that Respondent received from DCFS and copies of any documents Respondent filed on behalf of Ramirez and Quiroz.

227. On April 2, 2025, Respondent emailed Ramirez and Quiroz, and stated, in part: “I’ll send you a case number and correspondence tomorrow when I return, but I won’t be working with you further now. I repeatedly asked for the time and continuously have had repeated emails and texts and phone calls. I’ll send you my billable time and we can be done here.”

228. On April 21, 2025, Ramirez emailed Respondent and again, requested copies of documents from DCFS and any documents Respondent filed on behalf of Ramirez and Quiroz, but received no response from Respondent.

229. At no time did Respondent send Ramirez and Quiroz copies of any correspondence or documents he received from DCFS, the case number for their DCFS appeal, or drafts of any pleadings related to their guardianship matter.

230. As of the date that the members of Panel G of the Commission’s Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent has not returned any of the \$2,100 fee to Ramirez and Quiroz. The services Respondent provided, if any, on behalf of Ramirez and Quiroz do not justify his retention of the full \$1,200 fee.

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

- a. failing to promptly refund to Ramirez and Quiroz upon discharge any portion of the \$2,100 fee paid in advance that had not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT XIII
(Failure to refund an unearned fee)

232. On or about February 25, 2025, Respondent agreed to represent Elizabeth Gonzalez (“Gonzalez”) in an appeal of a decision made by the Illinois Department of Children and Family Services (“DCFS”) in exchange for a flat fee of \$1,500. On that date, Gonzalez paid Respondent \$1,500.

233. On February 26, 2025, March 1, 2025, and March 4, 2025, Gonzalez contacted Respondent regarding her case, but did not reach him. Although Gonzalez left messages asking Respondent to contact her and provide info about her case, she did not receive a return call.

234. On March 4, 2025, Gonzalez emailed DCFS to request an appeal of her matter, and included Respondent on the email.

235. On March 7, 2025, Gonzalez emailed Respondent to inform him she received a call from DCFS and that DCFS requested he submit an entry of appearance in her appeal.

236. As of March 10, 2025, Respondent had not entered an appearance in her DCFS appeal. On or about March 10, 2025, Gonzalez terminated Respondent’s representation and requested a refund of her retainer.

237. As of the date that the members of Panel G of the Commission’s Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent has not returned any of the \$1,500 fee to Gonzalez. The services Respondent provided, if any, on behalf of Gonzalez do not justify his retention of the full \$1,500 fee.

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

- a. failing to promptly refund to Gonzalez upon discharge any portion of the \$1,500 fee paid in advance that had not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT XIV
(Failure to refund an unearned fee)

239. On April 15, 2025, Respondent agreed to represent Kevin Anderson (“Anderson”) in obtaining a modification of child support in exchange for a \$1,500 fee. On that date, Anderson paid Respondent \$1,000. On April 16, 2025, Anderson paid Respondent the remaining \$500.

240. As of May 12, 2025, Respondent had not filed anything on behalf of Anderson, nor had he provided him with copies of a draft petition for modification of child support. On that date, Anderson texted Respondent’s assistant and requested that Respondent refund his \$1,500 retainer.

241. As of the date that the members of Panel G of the Commission’s Inquiry Board voted to authorize the Administrator to file this amended Complaint against Respondent, Respondent has not returned any of the \$1,500 fee to Anderson. The services Respondent provided, if any, on behalf of Anderson do not justify his retention of the full \$1,500 fee.

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

- a. failing to promptly refund to Anderson upon discharge any portion of the \$1,500 fee paid in advance that had not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator respectfully requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Lea S. Gutierrez, Administrator
Attorney Registration and
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