

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

In the matter of:

JEFFREY MICHAEL MCCARTHY,

Attorney-Respondent,

Commission No. 2025PR00047

No. 6208791.

**NOTICE OF FILING**

To: Ms. Tammy L. Evans  
Counsel for the Administrator  
3161 W. White Oaks Drive  
Suite 301  
Springfield Illinois 62704  
Via email to: [tevans@iardc.org](mailto:tevans@iardc.org) and [ARDCeService@iardc.org](mailto:ARDCeService@iardc.org)

PLEASE TAKE NOTICE that on September 29, 2025, the attached ANSWER TO COMPLAINT was submitted to the Clerk of the Attorney Registration and Disciplinary Commission in Chicago, Illinois for filing. On that same date, a copy was served on you via e-mail at the email addresses set forth above on or before 12:00 a.m.

Respectfully submitted,

Jeffrey M. McCarthy

By: /s/ Jeffrey M. McCarthy

The Respondent

Jeffrey M. McCarthy  
136 E. Ninth Street  
Lockport Illinois 60441  
(815) 838-5297  
Atty. No. 6208791  
Email:  
[service@mccarthylawgroup.com](mailto:service@mccarthylawgroup.com)

FILED  
9/30/2025 12:43 AM  
ARDC Clerk

## PROOF OF SERVICE

The undersigned, an attorney, hereby certifies, pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/109, that the Respondent served a copy of the ANSWER TO COMPLAINT on counsel for the Administrator via email at: [tevans@iardc.org](mailto:tevans@iardc.org) and [ARDCeservice@iardc.org](mailto:ARDCeservice@iardc.org) on September 29, 2025, at or before 12:00 a.m.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

By: /s/ Jeffrey M. McCarthy  
The Respondent

BEFORE THE HEARING BOARD  
OF THE  
ILLINOIS REGISTRATION  
AND  
DISCIPLINARY COMMISSION

FILED  
9/30/2025 12:43 AM  
ARDC Clerk

In the matter of:	]	
	]	
JEFFREY MICHAEL MCCARTHY,	]	
	]	Commission No. 2025 PR 00047
Attorney - Respondent,	]	
	]	
No. 6208791	]	

**ANSWER TO COMPLAINT**

NOW COMES Jeffrey M. McCarthy, Attorney-Respondent, and hereby answers the allegations set forth in the Administrator's Complaint **AS FOLLOWS:**

**INFORMATION PROVIDED PURSUANT TO COMMISSION RULE 231**

Respondent has only been admitted to the State Bar of Illinois.

COUNT I

*(Dishonesty, Lack of Diligence, Lack of Communication, Failure to Safeguard Client Funds, and Failure to Refund Unearned Fee – K.G.)*

1. At all times alleged in this complaint, Respondent was a solo practitioner in Lockport, handling primarily family law and estate matters. Respondent was the sole signatory on a U.S. Bank National Association IOLTA trust account (“the IOLTA account”), which was entitled “McCarthy Law Office, Ltd. Lawyers Trust Account (IOLTA),” and which Respondent used as a depository of funds belonging, presently or potentially, to the firm’s clients, third parties, or the firm.

**ANSWER: Admits that Respondent is a solo practitioner in Lockport handling family law and estate matters as well as criminal defense, estate planning, real estate, corporate and a variety of other types of litigation. Admits that Respondent is the sole signatory on US Bank IOLTA account and admits that the trust account is employed to hold client funds, earnest**

**money deposits and funds of the firm.**

2. On January 14, 2021, a man with the initials “D.G.” died unexpectedly. At the time of his death, D.G. was married to a woman with the initials “K.G.,” and the title to their marital home was held in joint tenancy. At the time of his death, D.G. had a pension, life insurance policy and company stock through his employer, and owned stock certificates that he had inherited from his mother upon her death.

**ANSWER: Admits that D.G. died but is incapable of answering as to whether a death is expected or unexpected. Admits that D.G. was married to K.G. but is unable to answer whether or not the home was held in joint tenancy. Admits that D.G. held an interest in an employer pension and/or 401(k) plan, life insurance policy and possibly an ESPP through his employer, CarMax, but has no information upon which to base a response as to whether D.G. owned stock certificates inherited from his mother upon her death.**

3. On April 14, 2021, K.G. met with Respondent in his law office. Respondent and K.G. agreed that Respondent would complete the paperwork necessary to transfer the stock certificates that D.G. had inherited from his mother to K.G., and to collect the death benefit from D.G.’s life insurance policy, company stock and pension from D.G.’s employer, prepare a quit claim deed to transfer title of the marital home into K.G.’s name, and would establish a living trust for K.G. Respondent and K.G. agreed that K.G. would pay Respondent a \$2,500 retainer that Respondent would bill against at an hourly rate of \$250 as he performed that work. On or about April 14, 2021, K.G. gave Respondent her personal check in the amount of \$2,500. Respondent did not deposit the check into the IOLTA account, instead he negotiated the check and used the funds for his own business or personal purposes.

**ANSWER: Admits that K.G. had an initial consultation in his law office. Denies that Respondent agreed to complete paperwork necessary to transfer stock certificates and**

**affirmatively asserts that D.G.'s mother's estate was being administered out of Florida and Respondent was unable to handle the transfer of the stock certificates as he was not licensed in the state of Florida and made no commitment to accomplish same. Respondent did agree to represent K.G. in connection with the collection of death benefits from D.G.'s life insurance policy; to help her administer the transfer of company stock into K.G.'s name and transfer the pension and/or 401(k) interest to K.G. Respondent also suggested transferring the homestead into K.G.'s name individually or to modify her mother's trust for the purpose of holding the property or to possibly transfer the property into a different revocable grantor trust with to be held jointly with her deceased husband's son, but K.G. did not commit to engaging Respondent in the drafting of any trust documents because of the additional expense. To the extent K.G. wished to simply quit claim the marital residence out of the joint interest of K.G. and D.G. and to K.G. individually, Respondent offered to prepare same. Respondent admits to being paid a retainer of \$2,500.00 but does not admit to the hourly rate as Respondent's normal hourly rate at the time was \$350.00 per hour as was reflected in the Employment Contract and Fee Agreement signed by K.G.. Respondent denies that he was retained to prepare a revocable grantor trust on behalf of K.G. as Respondent's normal fee for a revocable grantor trust would be a lump sum flat fee payment of \$2,000.00, with no hourly rate attributable to the work. Respondent admits that he was paid \$2,500.00 and admits that the funds were not deposited into the firm's IOLTA account as the funds were paid on the basis of an advance retainer deposit and not as a classic retainer deposit as directed by the specific terms of the Employment Contract and Fee Agreement executed by K.G.**

4. At no time did Respondent have authority from K.G. to use any portion of the \$2,500 retainer that she paid to him for his own business or personal purposes.

**ANSWER: Denied and affirmatively states that the specific terms of the Employment Contract and Fee Agreement specifically directed that the funds were considered immediate compensation pursuant to the advance payment retainer agreement.**

5. Respondent's use of the \$2,500 constitutes conversion of funds that belonged to K.G.

**ANSWER: Denied and demands strict and specific proof thereof affirmatively asserting that the allegation is not an allegation of fact but of a legal conclusion and should therefore be stricken. Respondent affirmatively asserts that the funds were paid in the form of an advance payment retainer and were therefore properly deposited into Respondent's business operating account – not the IOLTA account.**

6. As of September 2023, approximately two-and-one-half years after agreeing to represent K.G., Respondent had not prepared the quit claim deed, established the living trust, or completed the paperwork necessary to transfer title of the stock certificates that D.G. had inherited from his mother to K.G., collect the death benefit from D.G.'s life insurance policy, company stock, or D.G.'s pension. Between April 2021 and September 2023, K.G. called Respondent's office several times requesting information about the status of the legal work that he agreed to perform on her behalf and left several messages on Respondent's office voicemail.

**ANSWER: Denies that Respondent had not prepared a quit claim deed but admits and affirmatively asserts that a quit claim deed was prepared but not recorded as K.G. had not determined whether she wished to pursue moving the property into her individual name or to pay for Respondent to prepare a revocable grantor trust on behalf of K.G. and her deceased husband's son. Respondent admits that he did not prepare a living trust as he was not paid to prepare a living trust and was never instructed to prepare a living trust on**

**behalf of K.G. as Respondent would have had to been in receipt of specific information regarding beneficiaries, trustees, replacement trustees and the like. Respondent admits that he did not transfer the mother's stock certificates because he was never retained to do so as he informed K.G. at the initial consultation that he was incapable of handling that matter as there was another attorney in the state of Florida handling the probate of the mother's estate. Respondent admits that he did not complete the work necessary to transfer the pension and/or 401(k) nor did he complete the paperwork in connection with the life insurance policy nor the employer's ESPP. As to the remaining allegations with the exception of leaving messages on the office voicemail and affirmatively asserts that she might have left messages with Respondent's answering service and/or his former secretary.**

7. As of October 2023, Respondent had not returned K.G.'s calls or responded to her requests for information, although he was aware of his client's efforts to contact him and of her requests for information about the status of her legal matter.

**ANSWER: Admits that Respondent had not called K.G. to inform her of the status of her case as of October 2023 other than calls during the initial year or so after being retained.**

8. In October 2023, K.G. called Respondent's law office from her work telephone and Respondent answered the phone call. K.G. made an appointment for November 14, 2023, to meet with Respondent to discuss the status of the legal work that Respondent had agreed to perform on her behalf.

**ANSWER: Respondent is unable to affirm or deny as he has no recollection of a phone call regarding an appointment in November of 2023.**

9. On November 14, 2023, K.G. and a woman with the initials "R.S." met with

Respondent in his law office. During that meeting, K.G. told Respondent that BMO Harris Bank had provided her with the paperwork necessary to collect the company stock from D.G.'s employer, which she did, and that the delay in collecting the stock had resulted in a \$16,223.15 loss in the stock certificates' value due to declines in the stock market. In response, Respondent told K.G. that his employee had lost K.G.'s file and that he would complete the paperwork necessary to transfer title of the stock certificates that D.G. had inherited from his mother to K.G., collect the death benefit from D.G.'s life insurance policy and D.G.'s pension, prepare the quit claim deed for the marital home, and establish a living trust by Thanksgiving, which was less than two weeks away.

**ANSWER: Admits that Respondent met with K.G. but denies there was any discussion regarding any loss attributed to the company stock valuation. Respondent admits that K.G.'s file was misplaced after a significant water intrusion in Respondent's office above the file room. Respondent affirmatively states that he was not paid to prepare a trust nor was he able to transfer the mother's stock certificates that were being managed by a firm handling the Florida probate estate. Respondent did not complete the work on the life insurance and pension he was retained to accomplish.**

10. Respondent did not complete the paperwork necessary to transfer title of the stock certificates that D.G. had inherited from his mother to K.G., collect the death benefit from D.G.'s life insurance policy and D.G.'s pension, prepare a quit claim deed for the marital property, or establish a living trust for K.G.

**ANSWER: Respondent admits that he did not complete the paperwork for the stock transfer of D.G.'s mother's stock certificates because he was not retained to do so. He also did not craft a revocable living trust because he was not paid to do so. Respondent did prepare a quit claim deed but did not record same as Respondent had not decided whether**



**to move forward with the quit claim deed into her individual interest or hire Respondent to prepare a joint revocable living trust with her and her deceased husband's son.**

**Respondent did not complete the work necessary to collect the death benefit on D.G.'s life insurance policy or pension.**

11. On July 19, 2024, K.G. completed the paperwork and collected D.G.'s pension.

**ANSWER: Respondent has no information upon which to base a response.**

12. On July 26, 2024, K.G. sent a letter to Respondent's law firm via regular mail. In her letter, K.G. asked Respondent to refund the \$2,500 retainer that she provided to him because he had not performed any of the legal work that he had agreed to do, and told Respondent that she had collected D.G.'s pension and company stock from his employer, but had been unable to collect the death benefit from D.G.'s life insurance policy or transfer title of the stock certificates that D.G. had inherited from his mother. K.G. also told Respondent that she had met with another attorney about performing the legal work that Respondent had agreed to perform on her behalf and paid the attorney \$600. Respondent did not respond to K.G.'s July 26, 2024 letter.

**ANSWER: Respondent did not receive a letter from K.G. regarding any of the above and therefore denies same and affirmatively asserts that he was not retained to transfer the mother's stock certificates.**

13. On August 2, 2024, K.G. sent a second copy of her July 26, 2024 letter described in paragraph 12, above, to Respondent's law firm by regular mail. Respondent did not respond to K.G.'s August 2, 2024 letter.

**ANSWER: Respondent did not receive a letter from K.G. via regular mail on August 2, 2024.**

14. On or about March 14, 2025, Respondent sent a check in the amount of \$2,500 to K.G.

**ANSWER: Respondent admits.**

15. By reason of the conduct outlined 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 prepare a quit claim deed for the marital home, complete the paperwork necessary to collect the death benefit from D.G.'s life insurance policy, pension, and company stock, and transfer title of the stock certificates that D.G. had inherited from his mother to K.G., and establish a living trust for K.G., 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 respond to K.G.'s requests for information regarding the status of the legal work that he agreed to perform on her behalf, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to K.G.'s requests for information regarding the status of the legal work that he agreed to perform on her behalf, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- d. using funds or property of clients or third persons for the lawyer's own purposes without authorization, by conduct including using the \$2,500 that K.G. entrusted to Respondent as a retainer fee for Respondent's own purposes without authorization, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- e. failing to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own funds or property, by conduct including failing to hold the \$2,500 that K.G. entrusted to Respondent as a retainer fee separate from his own funds, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010);
- f. failing to refund an unearned fee, by conduct including failing to return the \$2,500 that Respondent received from K.G. in connection with his representation of K.G., in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010); and
- g. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including making the false statement to K.G. that Respondent would prepare the necessary documents to collect D.G.'s pension and the death benefits from D.G.'s life insurance policy, and

transfer title of the stock certificates that D.G. had inherited from his mother to K.G., prepare a quit claim deed for the marital home, and establish the living trust by Thanksgiving, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: Respondent admits subparagraph (a) but only in connection with the incomplete work on the transfer of the pension and ESPP and life insurance, but denies that he was ever engaged for the purpose of drafting a trust or transferring stock certificates out of the mother-in-law's Florida probate estate. Respondent admits subparagraphs (b) and (c) but denies the remaining subparagraphs (d) through (g).**

## COUNT II

*(Failure to Cooperate with a Disciplinary Investigation – 2024IN03438)*

15. The Administrator realleges and incorporates paragraphs one through 14 above.

**ANSWER: Respondents re-states and incorporates his responses to paragraphs 1-14 above.**

16. On September 23, 2024, the Administrator received correspondence from K.G. in which she described Respondent's lack of communication and diligence and failure to return an unearned fee. After reviewing the charge, the Administrator docketed investigation number 2024IN03438 into Respondent's alleged conduct.

**ANSWER: Respondent has no information upon which to base a response and is unable to admit or deny same.**

17. On September 27, 2024, Karyn Bart, intake counsel for the Administrator, emailed Respondent a copy of K.G.'s charge and requested a written response from Respondent within 14 days.

**ANSWER: Respondent was unaware of the September 27, 2024 email, but did receive a reminder from Ms. Bart on November 15, 2024.**

18. On November 8, 2024, after receiving no response from Respondent, Ms. Bart sent a second letter, requesting a response within seven days and informing Respondent that his failure to respond would result in a subpoena being served on him and his being required to appear for a sworn statement. On Tuesday, November 18, 2024, Respondent sent an email to Ms. Bart in which he acknowledged receipt of her letter and stated that he would provide a response to her by the end of the week. Respondent did not respond to Ms. Bart's second letter by the end of the week.

**ANSWER: Admits.**

19. As of December 16, 2024, Respondent had not responded to Ms. Bart's second letter, and on that date, Ms. Bart sent an email to Respondent with a subject line of "Third Request-2024IN03438-McCarthy." In her email, Ms. Bart stated that she had not received Respondent's response in the matter and, if it is not submitted, the Administrator may take additional action. Ms. Bart asked Respondent to submit his response within seven days. By January 14, 2025, Respondent still had not provided a response to the Administrator's several requests for information about K.G.'s allegations. On January 14, 2025, and again on January 24, 2025, Kimberly Hammond-Butler, Ms. Bart's paralegal sent an email to Respondent in which she stated that, if Respondent did not submit a response to the Administrator, the Administrator would issue a subpoena requiring his appearance in the ARDC office. In her January 24, 2025 email, Ms. Hammond-Butler asked Respondent to contact the Administrator as soon as possible on January 24, 2025. On January 27, 2025, at 5:52 a.m., Respondent sent an email to Ms. Bart in which he stated that he had been ill and that he would submit a response within 48 hours. As of January 29, 2025, Respondent had not submitted a response to the Administrator's requests for information. On February 19, 2025, Ms. Bart transferred the file to the litigation division for further investigation.

**ANSWER: Admits and affirmatively states that Respondent had been hospitalized at Silver Cross Hospital for over two (2) weeks during the latter half of 2024 and had undergone surgery in January 2025 which included significant recovery time that had appreciably impacted his capacity to stay up to speed and maintain his case files, let alone prepare a sufficient response, as he had yet to locate K.G's case file. Respondent admits that he did not timely prepare a response despite the extensions granted by Ms. Bart and the Administrator.**

20. Between February 26, 2025, and March 5, 2025, Jim Easoz, ARDC investigator, made three attempts to personally serve Respondent at his law office and his home with a subpoena to appear for a sworn statement on March 18, 2025.

**ANSWER: Respondent has no information upon which to base a response and therefore is unable to answer.**

21. On March 5, 2025, at 8:29 a.m., counsel for the Administrator sent an email to Respondent that included a subpoena to appear for a sworn statement on March 18, 2025, in the Commission's Springfield office. At 8:32 a.m. on March 5, 2025, counsel received confirmation that her email message had been delivered to Respondent. As of 5:00 p.m. on March 5, 2025, Respondent had not responded to counsel's March 5, 2025 email so counsel asked Mr. Easoz to make another attempt to personally serve Respondent the following day. On March 6, 2025, at 6:45 a.m., Mr. Easoz left a copy of the subpoena with Respondent's wife at their home.

**ANSWER: Respondent admits that an email was sent on March 5, 2025. Respondent admits that the subpoena was left with his wife.**

22. On March 14, 2025, Respondent sent an email to counsel for the Administrator that included a two-page written response to K.G.'s allegations. In his response, Respondent stated that his delay in responding was due to his recent hospitalizations and requested that the

sworn statement scheduled for March 18, 2025 be continued because Respondent had planned to attend his son's collegiate golf tournament in Springfield, Missouri on March 14, 2025, and was unable to cancel his flight. Counsel for the Administrator agreed to continue the sworn statement for March 27, 2025.

**ANSWER: Admits.**

23. On March 27, 2025, Respondent appeared remotely from Florida for the sworn statement. During the sworn statement, Respondent testified that he had not timely filed a response to the Administrator's requests for information because he had been hospitalized in late 2024 and early 2025 for various medical issues and, as a result, his mobility was limited, but he had driven to Florida from Illinois while also attending another of his son's golf tournaments in Alabama. Respondent also testified that the building in which his law firm was located had a water infiltration incident and, as a result, his file room suffered significant water damage. Respondent testified that he lost K.G.'s file when he was removing the water-damaged files from the room. At the conclusion of the sworn statement, counsel for the Administrator asked Respondent to provide a copy of K.G.'s file, documentation of the purported water infiltration incident, and copies of medical records regarding Respondent's purported hospitalizations.

**ANSWER: Admits that Respondent appeared remotely and admits to the medical issues arising during 2024 and 2025. Respondent denies that he suggested that he had driven from Illinois to Florida but suggests that he may have been misunderstood as he was attending his son's tournament in Mobile, Alabama and had driven to Florida immediately thereafter – approximately one hour west. Respondent admits to the water damage in his file room. Respondent denies that he lost K.G.'s file while removing water-damaged files and states that his former secretary moved the water-damaged files. Respondent admits that he sat for a zoom deposition but denies that counsel for the administrator requested**

**Respondent to provide a copy of K.G.'s file, documentation of purported water infiltration and copies of medical records and affirmatively states that counsel for the Administrator told Respondent to hold off sending piecemeal documentation until she had forwarded a specific request in written form.**

24. On May 16, 2025, counsel for the Administrator sent a letter to Respondent in which she requested that he provide her with additional information including a copy of K.G.'s file, billing statements for any legal work performed on K.G.'s behalf, documentation of the purported water infiltration incident, copies of medical records regarding Respondent's purported hospitalizations, and a list of the dates and locations of his son's collegiate golf tournaments that Respondent attended in 2024 and 2025.

**ANSWER: Admits that counsel for the Administrator sent the aforesaid letter some two months after the deposition but affirmatively states that Respondent was unaware of said letter as his email service seems to conflict with certain email providers for some security-related reason and Respondent did not see the letter until doing a search for ARDC-related correspondence months later.**

25. On or about May 16, 2025, Respondent received the Administrator's May 16, 2025 letter.

**ANSWER: Respondent received the email but it was placed in his spam folder.**

26. On June 26, 2025, counsel for the Administrator sent a second letter to Respondent in which she requested that he provide her with the additional information that she previously requested in her May 16, 2025 letter. Counsel for the Administrator included a copy of her May 16, 2025 letter with her June 26, 2025 communication.

**ANSWER: Admits that counsel sent the additional requests.**

27. On or about June 26, 2025, Respondent received the Administrator's June 26,

2025 letter.

**ANSWER: Respondent received the request but was unaware as the email was in his spam folder.**

28. As of August 6, 2025, the date investigation number 2024IN03438 was referred to Panel F of the ARDC's Inquiry Board, Respondent had not provided counsel for the Administrator with any of the additional information that was requested in her May 16, 2025, and June 26, 2025 communications.

**ANSWER: Admits.**

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

- h. failing to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to respond to the Administrator's May 16, 2025 and June 26, 2025 letters, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: Admits.**

### COUNT III

*(Lack of Diligence, Lack of Communication, and Failure to Refund Unearned Fee – D.C)*

30. On or about April 7, 2020, Respondent and a woman with the initials "D.C." agreed that Respondent would represent D.C. in a post-judgment matter then pending in Will County and that Respondent would prepare a Qualified Domestic Relations Order ("QDRO") so that D.C. could begin collecting benefit payments from her ex-husband's railroad pension when she turned 60 years old on September 27, 2020. Respondent and D.C. agreed that Respondent would charge D.C. a fee of \$2,155 to draft and file the QDRO. On April 7, 2020, D.C. used her credit card to pay Respondent the \$2,155 fee.

**ANSWER: Respondent admits that he consulted with D.C. regarding the entry of a QDRO in connection with her Will County divorce case that she had filed pro se in 2013 that had**



resulted in a dissolution entered on June 15, 2015. Respondent denies that any matter was then-pending in Will County and affirmatively asserts that he agreed to obtain an order dividing railroad retirement benefits – but referred to the document colloquially as a QDRO. Respondent denies that he promised that D.C. would begin receiving her share of her ex-husband's benefits when she turned 60 as she would not be entitled to receive benefits until after their 62nd birthdays. Respondent denies that the fee was \$2,155.00 and affirmatively asserts that the retainer was \$2,000.00 and the additional \$155.00 was attributable to costs associated with obtaining certified copies and other materials relating to her Will County divorce file and her previously-entered Cook County divorce from P.O.

31. On April 14, 2020, Respondent filed his appearance and appeared in court in D.C.'s case.

**ANSWER: Admits.**

32. Between April 15, 2020 and September 10, 2020, D.C. contacted Respondent's office approximately 10 times to inquire about the status of her case. As of September 10, 2020, Respondent had not responded to D.C.'s calls, although he was aware of his client's efforts to contact him and of her requests for information about the status of her legal matter.

**ANSWER: Denied.**

33. On September 10, 2020, D.C. sent an email to Respondent requesting that he update her on the status of the QDRO.

**ANSWER: Denied.**

34. On September 11, 2020, Respondent sent an email to D.C. stating that he had prepared the QDRO but was waiting for approval from the pension administrator before seeking to have it entered by the court.

**ANSWER: Admits.**

35. On September 29, 2020, D.C. sent an email to Respondent requesting that he update her on the status of the QDRO. In her email, D.C. told Respondent that she had recently turned 60 and was therefore eligible to receive benefit payments from her ex-husband's railroad pension.

**ANSWER: Admits and affirmatively asserts that D.C. was not eligible to go into pay status until after their 62nd birthdays.**

36. On September 29, 2020, Respondent sent an email to D.C. in which he stated that he had just got back from Florida and would follow up with her the next day.

**ANSWER: Admits.**

37. On January 25, 2021, D.C. sent an email to Respondent inquiring about the status of the QDRO and asking Respondent why he had not responded to her.

**ANSWER: Admits.**

38. At no time between September 30, 2020 and February 8, 2021, did Respondent respond to D.C.'s inquiry about the status of the QDRO.

**ANSWER: Admits.**

39. On February 9, 2021, Respondent sent an email to Respondent stating that he had not heard back from the pension administrator and that he would follow up that afternoon.

**ANSWER: Admits.**

40. Between February 10, 2021 and March 2024, D.C. called Respondent's law office approximately 18 times (every other month) inquiring about the status of the QDRO. At no time did Respondent respond to her emails or return her telephone calls, although he was aware of his client's efforts to contact him and of her requests for information about the status of her legal matter.

**ANSWER: Denied.**

41. In February 2024, D.C. called Respondent's law office and Respondent answered

the phone call. Respondent told D.C. that the QDRO was complete and that he would have the rest of the paperwork ready for her by the end of March 2024.

**ANSWER: Denied and affirmatively states that after reviewing the pro-se documentation and researching the issue, Respondent came to the realization that the divorce decree prepared by D.C. was deficient and incapable of authorizing the division of railroad retirement benefits and Respondent needed to return to court on a motion to clarify and/or modify or otherwise seek to vacate that portion of the judgment dealing with the division of retirement benefits.**

42. Respondent did not provide D.C. with the QDRO or other paperwork by the end of March 2024.

**ANSWER: Admits.**

43. Between April 1, 2024 and April 1, 2025, D.C. called Respondent's law office approximately six times. At no time did Respondent respond to her emails or return her telephone calls, although he was aware of his client's efforts to contact him and of her requests for information about the status of her legal matter.

**ANSWER: Admits that he did not attempt to contact D.C. but affirmatively states that he spoke with D.C. in the interim and she stated that she had placed numerous messages with Respondent's secretary during this time, but Respondent did not have a secretary during this time.**

44. On April 1, 2025, D.C. contacted Respondent's law office and left a message on his office voicemail demanding a refund of the \$2,155 that she paid to him.

**ANSWER: Denied.**

45. As of August 6, 2025, the date investigation number 2024IN03438 was referred to

Panel F of the ARDC's Inquiry Board, Respondent has not prepared a QDRO for D.C. and has not returned any portion of the \$2,155 fee that D.C. paid to him.

**ANSWER: Admits and affirmatively asserts that a refund was paid to D.C. in September 2025.**

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

- i. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to prepare a QDRO for D.C. so that she could receive benefits from her ex-husband's railroad pension, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to D.C.'s inquiries about the status of the QDRO, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- j. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to D.C.'s inquiries about the status of the QDRO, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- k. failing to refund an unearned fee, by conduct including failing to refund the \$2,155 fee that Respondent received from D.C. in connection with his representation of her, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: Admits with the exception of the recent refund of the unearned fee.**

WHEREFORE, the Respondent respectfully requests that this matter be resolved in such manner as this Hearing Board deems proper and appropriate.

Respectfully submitted,



Respondent

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