

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

FILED  
4/2/2025 10:25 AM  
ARDC Clerk

In the Matter of:

MATTHEW CHARLES HOMER,  
  
Attorney-Respondent,  
  
No. 6303544.

Commission No. 2025PR00017

**NOTICE OF FILING**

To: Andi Watson ([awatson@iadc.org](mailto:awatson@iadc.org); [ARDCeService@iadc.org](mailto:ARDCeService@iadc.org))  
Senior Deputy Clerk  
Attorney Registration & Disciplinary Commission  
130 E. Randolph Street, Suite 1500  
Chicago, IL 60601

PLEASE TAKE NOTICE that on **April 1, 2025**, we filed with the Clerk of the Attorney Registration & Disciplinary Commission, Chicago, Illinois on behalf of Respondent: **ANSWER TO COMPLAINT**, a copy of which is served upon you herewith.

By: /s/ Elizabeth A. Granoff

Elizabeth A. Granoff  
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**CERTIFICATE OF SERVICE**

Pursuant to the provisions and penalties of 735 ILCS 5/1-109, the undersigned certifies that this Notice and document(s) described therein were **emailed** to the person(s) to whom the Notice is directed on **April 1, 2025**.

By: /s/ Gail Weissman

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**ANSWER**

**(Each allegation of the Complaint is restated first, then Respondent's Answer)**

Now comes Respondent, Matthew Charles Holmer, by and through his attorney Elizabeth A. Granoff, who admits that he was licensed to practice law in Illinois on November 4, 2010, but denies the conclusory portion of the remaining allegations of the prefatory paragraph and answers as follows:

**COUNT I**

***(Dishonesty, Lack of Communication, Knowingly Disobeying an Obligation Under the Rules of the Tribunal, Making a False Statement of Material Fact to a Tribunal, and Making a False Statement of Material Fact to a Third Person)***

1. At all times related to this complaint, Respondent was employed as an associate attorney with Brooks Law Firm in Rock Island.

**ANSWER: Respondent admits he was employed with Brooks Law Firm in Rock Island Illinois, but denies he was employed as an associate.**

2. On or before December 31, 2020, State Farm Mutual Automobile Insurance Agency ("State Farm") hired Respondent's law firm to defend their insured, D.Y., in a personal injury action that had been filed in Rock Island Circuit Court. The matter was docketed as *[M & H] vs. [D.Y.]*, case number 2020L142.

**ANSWER: Respondent admits the allegations contained in paragraph 2.**

3. On December 31, 2020, Respondent entered his appearance on behalf of D.Y. in case number 2020L142.

**ANSWER: Respondent admits the allegations contained in paragraph 3.**

4. On or about January 5, 2021, plaintiffs' counsel sent interrogatories and requests for production to Respondent, which included a request to produce the declaration page of D.Y.'s State Farm automobile insurance policy ("declaration page"). The declaration page included information about D.Y.'s policy including, but not limited to, coverage types such as uninsured motorist coverage, bodily injury liability, and personal injury protection, and the monetary limits for that coverage.

**ANSWER: Respondent admits the allegations contained in paragraph 4.**

5. On May 18, 2023, Respondent sent an email to plaintiffs' counsel confirming that State Farm, on behalf of D.Y., had agreed to settle each plaintiff's claim for \$50,000.

**ANSWER: Respondent admits the allegations contained in paragraph 5.**

6. Respondent's statement to plaintiffs' counsel that State Farm had agreed to settle each plaintiff's claim for \$50,000 was false because State Farm had not authorized him to settle the plaintiffs' claims in case number 2020L142.

**ANSWER: Respondent admits the allegations contained in paragraph 6.**

7. At the time Respondent made the statement to plaintiffs' counsel that State Farm was willing to settle each plaintiff's claim for \$50,000, he knew the statement was false.

**ANSWER: Respondent admits the allegations contained in paragraph 7.**

8. On June 26, 2023, plaintiffs' counsel sent an email to Respondent asking about the status of the declaration page and settlement checks.

**ANSWER: Respondent admits the allegations contained in paragraph 8.**

9. On July 20, 2023, Respondent sent an email to plaintiffs' counsel stating that he had requested the declaration page and would have it and the other settlement documents within the next couple of business days.

**ANSWER: Respondent admits the allegations contained in paragraph 9.**

10. Respondent's statements in his July 20, 2023, email described in paragraph nine, above, were false because State Farm had not authorized Respondent to settle the plaintiffs' claims in case number 2020L142, and Respondent had neither requested the declaration page nor settlement documents from State Farm.

**ANSWER: Respondent admits the allegations contained in paragraph 10.**

11. At the time Respondent made the statements described in paragraph nine, above, he knew the statements were false.

**ANSWER: Respondent admits the allegations contained in paragraph 11.**

12. On August 11, 2023, Respondent provided releases to plaintiffs' counsel for each plaintiff to sign.

**ANSWER: Respondent admits the allegations contained in paragraph 12.**

13. At no time did State Farm authorize Respondent to settle each plaintiff's claim for \$50,000 or authorize him to provide releases to the plaintiffs.

**ANSWER: Respondent admits the allegations contained in paragraph 13.**

14. On October 12, 2023, plaintiffs' counsel provided the signed releases to Respondent.

**ANSWER: Respondent admits the allegations contained in paragraph 14.**

15. At no time did Respondent inform State Farm that he had agreed to settle each plaintiff's claim for \$50,000, that he had provided releases to the plaintiffs, or that he had received signed releases from the plaintiffs.

**ANSWER: Respondent admits the allegations contained in paragraph 15.**

16. On October 26, 2023, plaintiffs' counsel sent an email to Respondent asking whether he had requested the settlement checks from State Farm. On October 30, 2023, Respondent sent an email to plaintiffs' counsel stating that he had forwarded the releases to State Farm and that he would contact State Farm that afternoon "to make sure they are on the way."

**ANSWER: Respondent admits the allegations contained in paragraph 16.**

17. Respondent's statements in his October 30, 2023, email described in paragraph 16, above, were false because Respondent had neither forwarded the releases to nor requested settlement checks from State Farm.

**ANSWER: Respondent admits the allegations contained in paragraph 17.**

18. At the time Respondent made the statements in his October 30, 2023, email described in paragraph 16, above, he knew the statements were false.

**ANSWER: Respondent admits the allegations contained in paragraph 18.**

19. On November 15, 2023, counsel for the plaintiffs filed a motion to compel in case number 2020L142 in which he asked the court to direct the defendant to produce the declaration page of his insurance policy and direct the defendant to deliver payment, within two weeks, to each plaintiff under the terms of the settlement agreement. On or about November 15, 2023, Respondent received a copy of counsel's motion to compel.

**ANSWER: Respondent admits the allegations contained in paragraph 19.**

20. On or about November 16, 2023, the court entered an order directing the defendant to produce the declaration page and deliver payment under the terms of the settlement agreement within two weeks of the date of the court's order.

**ANSWER: Respondent admits the allegations contained in paragraph 20.**

21. At no time between November 16, 2023, and November 30, 2023, did Respondent inform D.Y., State Farm, or his law firm that plaintiffs' counsel had filed a motion to compel or that the court had entered an order on November 16, 2023, directing D.Y. to produce the declaration page of his insurance policy and to deliver payment under the terms of the settlement agreement to the plaintiffs.

**ANSWER: Respondent admits the allegations contained in paragraph 21.**

22. At no time between November 16, 2023, and November 30, 2023, did Respondent produce the declaration page of D.Y.'s insurance policy or deliver payments to the plaintiffs.

**ANSWER: Respondent admits the allegations contained in paragraph 22.**

23. On November 30, 2023, plaintiffs' counsel sent an email to Respondent asking about the status of the declaration page and settlement checks. On December 1, 2023, Respondent sent an email to plaintiffs' counsel that stated, "I will have a definitive answer on both when I am back on Monday. I expected them to be here by now."

**ANSWER: Respondent admits the allegations contained in paragraph 23.**

24. Respondent's statements in his December 1, 2023, email to plaintiffs' counsel were false because State Farm had not authorized him to settle each plaintiff's claim for \$50,000, and Respondent had not requested the declaration page of D.Y.'s insurance policy.

**ANSWER: Respondent admits the allegations contained in paragraph 24.**

25. At the time Respondent made the statements in his December 1, 2023, email described in paragraph 23, above, he knew the statements were false.

**ANSWER: Respondent admits the allegations contained in paragraph 25.**

26. On December 6, 2023, plaintiffs' counsel filed a motion for sanctions in case number 2020L142 in which he asked the court to direct the defendant to produce the declaration page of his insurance policy and deliver payment, within one week, to each plaintiff pursuant to the terms of the settlement agreement. Counsel also asked the court to award attorney's fees to him. On or about December 6, 2023, Respondent received a copy of counsel's motion for sanctions.

**ANSWER: Respondent admits the allegations contained in paragraph 26.**

27. At no time did Respondent inform D.Y., State Farm, or his law firm that plaintiffs' counsel had filed a motion for sanctions against D.Y. or that a hearing on the motion was scheduled for January 9, 2024.

**ANSWER: Respondent admits the allegations contained in paragraph 27.**

28. In early 2024, when discussing the status of case number 2020L142 with B.F., a shareholder in Respondent's law firm, Respondent told B.F. that the parties had agreed to a settlement and that he was waiting for settlement checks from State Farm.

**ANSWER: Respondent admits the allegations contained in paragraph 28.**

29. Respondent's statements to B.F. described in paragraph 28, above, were false because State Farm had not authorized Respondent to settle case number 2020L142 and Respondent had not requested settlement checks from State Farm.

**ANSWER: Respondent admits the allegations contained in paragraph 29.**

30. At the time Respondent made the statements to B.F. described in paragraph 28, above, he knew the statements were false.

**ANSWER: Respondent admits the allegations contained in paragraph 30.**

31. On January 9, 2024, the court held a hearing on the pending motions filed by plaintiffs' counsel in case number 2020L142. Respondent appeared in court and informed the court that the parties had agreed to settle each of the plaintiff's claims for 50,000. At the conclusion of the hearing, the court entered an order directing D.Y. to pay \$250 to plaintiffs' counsel for attorney's fees and to produce the declaration page of his insurance policy by January 18, 2024. On January 18, 2024, Respondent personally paid \$250 to plaintiffs' counsel.

**ANSWER: Respondent admits the allegations contained in paragraph 31.**

32. Respondent's statement to the court that the parties had agreed to settle each of the

plaintiff's claims for 50,000 was false because State Farm had not authorized Respondent to settle the claims.

**ANSWER: Respondent admits the allegations contained in paragraph 32.**

33. At the time Respondent made the statement to the court, described in paragraph 31, above, he knew the statement was false.

**ANSWER: Respondent admits the allegations contained in paragraph 33.**

34. At no time did Respondent inform D.Y., State Farm, or his law firm that the court had entered an order directing D.Y. to pay \$250 to plaintiffs' counsel for attorney's fees and to produce the declaration page of his insurance policy by January 18, 2024.

**ANSWER: Respondent admits the allegations contained in paragraph 34.**

35. At no time between January 9, 2024, and January 18, 2024, did Respondent produce the declaration page of D.Y.'s insurance policy or deliver settlement checks to plaintiffs' counsel.

**ANSWER: Respondent admits the allegations contained in paragraph 35.**

36. On January 18, 2024, Respondent appeared in court for a case management conference for case number 2020L142 and stated, "[i]deally, those checks are sitting in my mailbox when I get back."

**ANSWER: Respondent admits the allegations contained in paragraph 36.**

37. Respondent's statement to the court on January 18, 2024, described in paragraph 36, above, was false because State Farm had not authorized Respondent to settle the claims, and Respondent had not requested settlement checks from State Farm.

**ANSWER: Respondent admits the allegations contained in paragraph 37.**

38. At the time Respondent made the statement to the court on January 18, 2024, described in paragraph 36, above, he knew the statement was false.

**ANSWER: Respondent admits the allegations contained in paragraph 38.**

39. On January 18, 2024, plaintiffs' counsel filed a second motion for sanctions against Respondent. The court continued the matter to March 6, 2024, for a hearing on the motion for sanctions. On or about January 18, 2024, Respondent received a copy of counsel's second motion for sanctions.

**ANSWER: Respondent admits the allegations contained in paragraph 39.**

40. At no time did Respondent inform D.Y., State Farm, or his law firm that plaintiffs' counsel had filed a second motion for sanctions against D.Y. or that the court had scheduled a hearing for the motion on March 6, 2024.

**ANSWER: Respondent admits the allegations contained in paragraph 40.**

41. On March 6, 2024, the court entered an agreed order directing D.Y. to deliver settlement checks in the amount of \$50,000 plus interest from October 12, 2023, to each plaintiff by March 15, 2024, produce the declaration page of his insurance policy by March 8, 2024, and pay attorney's fees to plaintiffs' counsel in the amount of \$1,250 by March 8, 2024. The court also ordered D.Y. to deliver a check in the amount of \$478.40 to the Center for Medicare and Medicaid Services ("CMS") for interest incurred on one plaintiff's past due medical bill.

**ANSWER: Respondent admits the allegations contained in paragraph 41.**

42. At no time did Respondent inform D.Y., State Farm, or his law firm that he had received and signed the agreed order described in paragraph 41, above, or that the court had entered the agreed order.

**ANSWER: Respondent admits the allegations contained in paragraph 42.**

43. At no time between March 6, 2024, and March 8, 2024, did Respondent produce the declaration page of D.Y.'s insurance policy, pay attorney's fees to plaintiffs' counsel, or deliver a check to CMS pursuant to the court's order described in paragraph 41, above.

**ANSWER: Respondent admits the allegations contained in paragraph 43.**

44. At no time between March 6, 2024, and March 15, 2024, did Respondent deliver settlement checks in the amount of \$50,000 plus interest from October 12, 2023, to each plaintiff pursuant to the court's order described in paragraph 41, above.

**ANSWER: Respondent admits the allegations contained in paragraph 44.**

45. On March 18, 2024, plaintiffs' counsel filed a motion for sanctions, rule, judgment, and order against D.Y. On or about March 18, 2024, Respondent received counsel's motion.

**ANSWER: Respondent admits the allegations contained in paragraph 45.**

46. At no time did Respondent inform D.Y., State Farm, or his law firm that counsel had filed a motion for sanctions, rule, judgment, and order against D.Y.

**ANSWER: Respondent admits the allegations contained in paragraph 46.**



47. On April 19, 2024, the court entered an agreed order signed by Respondent and plaintiffs' counsel. Pursuant to the agreed order, the court entered a judgment in favor of each plaintiff and against D.Y. in the amount of \$50,000 with nine percent (9%) interest from October 12, 2023, and ordered D.Y. to produce the declaration page of his insurance policy by May 6, 2024. The court further held that, in the event D.Y. should fail to satisfy the judgment by May 6, 2024, plaintiffs may file a citation to discover assets for D.Y., and, in the event D.Y. should fail to produce the declaration page, a rule to show cause may issue for D.Y. and State Farm to explain why they should not be held in contempt of court.

**ANSWER: Respondent admits the allegations contained in paragraph 47.**

48. At no time did Respondent inform D.Y., State Farm, or his law firm that he had received and signed the agreed order described in paragraph 47, above, or that the court had entered that order.

**ANSWER: Respondent admits the allegations contained in paragraph 48.**

49. At no time between April 19, 2024, and May 6, 2024, did Respondent deliver settlement checks to each plaintiff pursuant to the court's April 19, 2024, order described in paragraph 47, above.

**ANSWER: Respondent admits the allegations contained in paragraph 49.**

50. At no time between April 19, 2024, and May 6, 2024, did Respondent produce the declaration page of D.Y.'s insurance policy pursuant to the court's April 19, 2024, order described in paragraph 47, above.

**ANSWER: Respondent admits the allegations contained in paragraph 50.**

51. On May 9, 2024, plaintiffs' counsel filed a motion for rule to show cause and a notice of hearing on citation to discover assets of debtor. On or about May 9, 2024, Respondent received a copy of counsel's motion for rule to show cause and notice of hearing on citation to discover assets of debtor.

**ANSWER: Respondent admits the allegations contained in paragraph 51.**

52. At no time did Respondent inform D.Y., State Farm, or his law firm that counsel had filed a motion for rule to show cause and notice of hearing on citation to discover assets of debtor.

**ANSWER: Respondent admits the allegations contained in paragraph 52.**

53. On or about June 14, 2024, Respondent represented to State Farm during a telephone conference call that case number 2020L142 was still pending and that he was still gathering information for State Farm regarding plaintiffs' damage claims.

**ANSWER: Respondent admits the allegations contained in paragraph 53.**

54. Respondent's statements to State Farm described in paragraph 53, above, were false because the court, in its April 19, 2024, agreed order, had entered judgment in favor of the plaintiffs and against D.Y.

**ANSWER: Respondent admits the allegations contained in paragraph 54.**

55. At the time Respondent made the statements to State Farm described in paragraph 53, above, he knew the statements were false.

**ANSWER: Respondent admits the allegations contained in paragraph 55.**

56. On or before June 17, 2024, B.F. learned that the court had entered a judgment against D.Y. and that a citation to discover assets was pending against D.Y. in case number 2020L142.

**ANSWER: Respondent admits the allegations contained in paragraph 56.**

57. On or about June 17, 2024, B.F. informed State Farm about the court's April 19, 2024, order described in paragraph 47, above. State Farm informed B.F. that Respondent had made the statements described in paragraph 53, above, to State Farm during a telephone conference about the status of the case.

**ANSWER: Respondent admits the allegations contained in paragraph**

58. On or about July 1, 2024, State Farm agreed to tender \$50,000 to each plaintiff for their claims and Respondent's law firm agreed to pay the interest that had been accruing since October 12, 2023, to each plaintiff. On July 11, 2024, the court entered an order dismissing case number 2020L142.

**ANSWER: Respondent admits the allegations contained in paragraph**

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

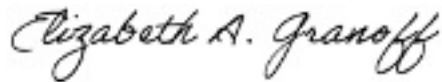
- a. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required, by conduct including failing to inform D.Y. or State Farm that plaintiffs' counsel had filed a motion to compel, two motions for sanctions, a motion for rule to show cause and a notice of hearing for citation to discover assets of debtor, and failing to inform D.Y. and State Farm that the court had entered dispositive orders on January 9, 2024, March 6, 2024, and April 19, 2024, in violation of Rule 1.4(a)(1) 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 D.Y. or State Farm that plaintiffs' counsel had filed a motion to compel, two motions for sanctions, a motion for rule to show cause and a notice of hearing for citation to discover assets of debtor, and failing to inform D.Y. and State Farm that the court had entered dispositive orders on January 9, 2024, March 6, 2024, and April 19, 2024, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, by conduct including failing to inform D.Y. or State Farm that plaintiffs' counsel had filed a motion to compel, two motions for sanctions, a motion for rule to show cause and a notice of hearing for citation to discover assets of debtor, and failing to inform D.Y. and State Farm that the court had entered dispositive orders on January 9, 2024, March 6, 2024, and April 19, 2024, in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct (2010);
- d. knowingly making a false statement of fact or law to a tribunal or failing to correct a false statement of material fact or law previously made to a tribunal by the lawyer, by conduct including knowingly making the false statement to the court on January 9, 2024 and January 18, 2024, that Respondent was authorized to settle the plaintiffs' claims in case number 2020L142, and that he had requested settlement checks from State Farm, in violation of Rule 3.3(a) of the Illinois Rules of Professional Conduct (2010);
- e. knowingly disobeying an obligation under the rules of a tribunal, by conduct including failing to produce the declaration page of D.Y.'s insurance policy and failing to deliver settlement checks to the plaintiffs in violation of the court's January 9, 2024, March 6, 2024, and April 19, 2024, court orders, in violation of Rule 3.4(c) of the Illinois Rules of Professional Conduct (2010);
- f. in the course of representing a client, knowingly making a false statement of material fact or law to a third person, by conduct including knowingly making false statements to plaintiffs' counsel that Respondent was authorized to settle the plaintiffs' claims in case number 2020L142, and that Respondent had requested the declaration page and settlement checks from State Farm, in violation of Rule 4.1(a) of the Illinois Rules of Professional Conduct (2010); and

- g. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, falsely stating to the court and to plaintiffs' counsel that Respondent had been authorized by State Farm to settle the plaintiffs' claims in case number 2020L142, and that Respondent had requested settlement checks from State Farm, falsely stating to plaintiffs' counsel that he had requested the declaration page from State Farm, falsely stating to B.F. that the parties had agreed to a settlement and that he was waiting for settlement checks from State Farm, and falsely stating to State Farm that case number 2020L142 was still pending, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: Respondent denies each and every allegation in Paragraph 59(a) through (g). These statements are not allegations of fact but conclusions of law, which the Administrator must prove to the Hearing Board by clear and convincing evidence.**

Very truly yours,

A handwritten signature in cursive script that reads "Elizabeth A. Granoff". The ink is dark and the signature is fluid.

Elizabeth A. Granoff