

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

In the Matter of:

LEROY U. EKECHUKWU,
Attorney-Respondent
No. 6322500.

Commission No. 2023PR00068

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Melissa A. Smart, pursuant to Supreme Court Rule 753(b), complains of Respondent, Leroy U. Ekechukwu, who was licensed to practice law in Illinois on May 5, 2016, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I

*(Lack of Diligence, Failure to Keep Client Informed, and
Misrepresentations to Client – Karlas R.)*

1. On July 19, 2016, the Honorable Diana Rosario, (“Judge Rosario,”) entered a judgment dissolving the marriage of Petitioner, Brenda R. and Respondent, Karlas R. in a Circuit Court of Cook County case. Pursuant to the judgment of dissolution, Karlas was required to maintain major medical and hospitalization insurance coverage for the couples’ three children until they were emancipated, or until the maximum age of 26 if they were pursuing a college, university or vocational school education. Judge Rosario also ordered Karlas to pay \$1,456 per month as support for the children, \$330 per month as permanent maintenance, and \$142 per month to pay off his portion of the marital debt. Since the former couple jointly owned the marital residence,

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Judge Rosario also ordered Karlas to take full responsibility for the home and its expenses until it was sold. The judgment also required that if the former marital home was not sold within 24 months from February 1, 2017, Karlas was to pay \$25,000 to Brenda to lower the amount of her indebtedness.

2. In 2019, Karlas began suffering from symptoms that would later be diagnosed as Parkinson's Disease. As a result of his health issues, as well as other factors, Karlas was unable to sell or refinance the former marital residence or pay any of the debts included in the marital settlement agreement, and he fell behind on the mortgage payments. Additionally, due to his health issues, Karlas retired from his job on February 29, 2020. Due to his retirement, the direct payments for child support and maintenance from his employer ceased. Also, the insurance coverage that Karlas maintained for the couple's children through his employment terminated on April 30, 2020.

3. Because the child support and maintenance payments ceased when Karlas retired, on April 14, 2020, Brenda filed an emergency petition for rule to show cause seeking a finding of indirect civil contempt against Karlas. Among other things, the petition asked for a new order for support directing Karlas' former employer or the Department of Veterans Affairs to withhold child support, maintenance and the payment towards debt that Karlas had not paid.

4. On September 17, 2020, Judge Rosario entered a uniform order for support ordering Karlas to obtain health insurance coverage for his children within 45 days and to turn over funds and arrearages, including child support, totaling \$12,602 plus interest to Brenda. The support order further authorized a notice to withhold income to immediately issue and be served upon Karlas' former employer requiring the employer to withhold \$2,428 per month from Karlas' retirement payments in order to satisfy the arrearages owed to Brenda.

5. On or before October 16, 2020, Karlas and Respondent met in Respondent's law office and discussed matters related to the post-judgment domestic relations case. At that time, Respondent and Karlas agreed that Respondent would represent Karlas in matters relating to his child support and post-judgment obligations, including filing a motion to vacate various orders. Respondent explained to Karlas that Karlas' diagnosis of Parkinson's Disease, and his loss of income and benefits due to his early retirement, presented a valid reason to vacate and modify his child support payments and insurance obligations.

6. On October 16, 2020, Respondent filed his appearance as counsel for Karlas and a motion to vacate orders for child support, withholding, temporary maintenance and arrearage.

7. Subsequent to filing his October 16, 2020 appearance as counsel for Karlas, Respondent took no further action on Karlas' behalf, including the filing of any pleadings, motions, discovery requests or other documents in the case.

8. On October 30, 2020, Karlas' former employer withheld \$2,428 from Karlas' pension payment pursuant to the September 17, 2020 order.

9. On or about December 18, 2020, Respondent requested, and Karlas paid to Respondent, legal fees in the amount of \$3,000 to represent Karlas in post-judgment matters relating to the domestic relations case.

10. Between October 2020 and continuing through at least January 2021, Karlas and his wife, Margarita, periodically telephoned Respondent to ask about the status of Karlas' matter. In those conversations, Respondent falsely told Karlas and Margarita that he was "working on it"; that he was seeking "an emergency court date so they could get before a jury faster"; that he was "talking to the judge" and "talking to the receptionist from the court."

11. Respondent's statements, as described in paragraph ten, above, were false because Respondent took no action on behalf of Karlas in the case after October 16, 2020, and he therefore was not "working on" the case, there was no court date in the matter, "emergency" or otherwise, and Respondent was not "talking to" the judge or a court receptionist about the matter.

12. Respondent knew the statements he made, as described in paragraph ten, above, were false at the time he made them, because he knew that he had taken no action on behalf of Karlas in the case after October 16, 2020 and he therefore was not "working on" the case, there was no court date in the matter, "emergency" or otherwise, and Respondent was not "talking to" the judge or a court receptionist about the matter.

13. In late October 2020, Margarita called Respondent and informed him that Karlas' pension checks were being garnished. Respondent told Margarita that he would "get on it." Margarita called Respondent a few weeks later to ask if he had taken action so that the next pension check would not be garnished, and Respondent said that he had "scheduled an emergency court date the following week" but that a few more checks could be garnished before he could have the garnishments ended. Respondent repeatedly assured Karlas and Margarita that he was taking action to eliminate the pension garnishments, that the judge was on their side and "it looks good."

14. Respondent's statements, as described in paragraph 13, above, were false because Respondent took no action on behalf of Karlas in the case after October 16, 2020, and he therefore was not "getting on" the case, had not scheduled an emergency court date the following week, nor was he taking any action to eliminate the pension garnishments and at no time did the judge indicate she was on her side or that it looked good.

15. Respondent knew the statements he made, as described in paragraph 13, above, were false at the time he made them, because he knew that he had taken no action on behalf of

Karlas in the case after October 16, 2020, and he therefore was not “getting on” the case and had not scheduled an emergency court date the following week, nor was he taking any action to eliminate the pension garnishments and at no time had the judge indicated that she was on Karlas’ side or that the effort to vacate the garnishment order “looked good.”

16. On or before September 2021, Judge Rosario issued a warrant for Karlas’ arrest due to his failure to list or sell the former marital home within 24 months from February 1, 2017. At that time, Karlas was notified that a warrant for his arrest had been issued. Karlas and Margarita contacted Respondent, who told them that he had scheduled a court hearing on the issue of the garnishments and the arrest warrant for September 24, 2021, at 10:30 a.m. At about 3:00 p.m. on September 24, 2021, Respondent called Karlas and Margarita and told them that they had “won the case” and that “the judge had ruled in Karlas’ favor.”

17. The statements made by Respondent as described in paragraph 16, above, were false, because Respondent took no further action on behalf of Karlas in the post-judgment domestic case after October 16, 2020, no court hearing had taken place, Respondent had not won the case and no judge had made any rulings in Karlas’ favor.

18. Respondent knew that the statements he made, as described in paragraph 16, above, were false at the time he made them, because he knew that he had taken no further action on behalf of Karlas in the post-judgment domestic case after October 16, 2020, no court hearing had taken place, Respondent had not won the case and the no judge made any rulings in Karlas’ favor.

19. On September 25, 2021, in reliance on Respondent’s statements as described in paragraph 16, above, Margarita telephoned the pension board of Karlas’ former employer and spoke with pension representative Becky Davis (“Davis”). At that time, Margarita explained to Davis, based on the false information she had received from Respondent, that Karlas had won his

case and that no further garnishments should be taken from Karlas' pension payments. Davis requested that Margarita, Karlas or their attorney provide her with a copy of the court order indicating that no further garnishments should be taken from Karlas' pension payments. Margarita called Respondent and asked Respondent to fax a copy of the order to Davis and Respondent stated that he would do so.

20. On September 26, 2021, and September 27, 2021, Margarita telephoned Davis, who informed her that Respondent had not provided her with a copy of the order.

21. Following her telephone conversations with Davis, Margarita called and texted Respondent seeking an explanation as to why Davis had not received a copy of the order stating that no further garnishments should be taken from Karlas' pension payments. At that time, Respondent told Margarita that he had sent Davis the order on September 27, 2021.

22. Respondent's statement, as described in paragraph 21, above, was false because Respondent did not send a copy of the order to Davis on September 27, 2021 because no such court order existed.

23. Respondent knew that the statement he made, as described in paragraph 21, above, was false at the time he made it, because at no time did he send a copy of any order to Davis, and because no court order existed indicating that no further garnishments should be taken from Karlas' pension payments.

24. At that time, Margarita also asked Respondent to make an appointment so she and Karlas could meet with him at his office on September 28, 2021, and he agreed to meet with her and Karlas on that date.

25. On September 28, 2021, Karlas and Margarita met with Respondent. At that time, Respondent showed a copy of a purported court order to Karlas and Margarita. With Karlas and

Margarita present, Respondent called Davis on the telephone and stated that he was sending the order to Davis via facsimile. Karlas and Margarita heard Davis over the phone confirm that she received Respondent's communication via facsimile. Karlas asked Respondent if they would now be receiving Karlas' full pension checks and Respondent said yes.

26. Respondent's statement to Davis that he was sending the order to her via facsimile, as described in paragraph 25, above, was false because Respondent took no further action on behalf of Karlas in Karlas' case after October 16, 2020, and no court order existed indicating that no further garnishments should be taken from Karlas' pension payments.

27. Respondent knew that the statement he made, as described in paragraphs 25, above, was false at the time he made it, because he took no further action on behalf of Karlas in Karlas' case after October 16, 2020, and no court order existed indicating that no further garnishments should be taken from Karlas' pension payments.

28. On September 30, 2021, Davis called Karlas and told him that the purported order that Respondent had sent to her on September 28, 2021, would not be accepted, in that: it did not contain the signature of a judge; did not have a case docket number; and did not have a file stamp.

29. On September 30, 2021, Margarita called Respondent to relay the information Davis had stated to them about the purported court order. At that time, Respondent said that he would seek the "right documents." Respondent called Margarita and Karlas shortly thereafter and told them that he had to schedule a new court date in Karlas' matter, and that he set the matter for November 15, 2021.

30. The statements made by Respondent as described in paragraph 29, above, were false because Respondent took no further action on behalf of Karlas in Karlas' case after October

16, 2020, no court date had been scheduled or took place in the case and no order existed indicating that no further garnishments should be taken from Karlas' pension payments.

31. Respondent knew that the statements he made, as described in paragraph 29, above, were false because Respondent took no further action on behalf of Karlas in Karlas' case after October 16, 2020, no court date had been scheduled or took place in the case and no order existed indicating that no further garnishments should be taken from Karlas' pension payments.

32. On November 15, 2021, Respondent called Karlas and Margarita and told them that they had "won" and that he would send the court order to Davis at the pension board of Karlas' former employer.

33. The statements made by Respondent as described in paragraph 32, above, were false because Respondent took no further action on behalf of Karlas in Karlas' case after October 16, 2020, no court date had been scheduled or took place in the case and no order existed indicating that no further garnishments should be taken from Karlas' pension payments.

34. Respondent knew that the statements he made, as described in paragraph 32, above, were false because Respondent took no further action on behalf of Karlas in Karlas' case after October 16, 2020, no court date had been scheduled or took place in the case and no order existed indicating that no further garnishments should be taken from Karlas' pension payments.

35. 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 take any action in Karlas' post-judgment domestic relations case, beyond just filing his appearance on October 16, 2020, 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 and failing to promptly comply with reasonable requests for information, by conduct including falsely indicating that he was working on Karlas' post-judgment domestic relations case when he was not, and falsely indicating that the case had been "won," when it had not, in violation of Rule 1.4 of the Illinois Rules of Professional Conduct (2010);
- c. making false statements of material fact to third persons, by conduct including falsely stating to Karlas and Margarita that he was working on their case and communicating with court personnel about their case, that he had taken action to make sure Karlas' pension check would not be garnished, that he had scheduled an emergency court date to eliminate the pension garnishments, that the judge was on their side, that Respondent had won the case and that the judge had ruled in Karlas' favor, and falsely stating to Karlas, Margarita, and Davis that a court order existed indicating that Karlas had won the case, that no further garnishments would be taken from Karlas' pension payments and that Respondent had faxed the court order to Davis, and by falsely submitting insufficient or false court orders to the pension board of Karlas' former employer, in violation of Rule 4.1 of the Illinois Rules of Professional Conduct (2010);
- d. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including, falsely stating to Karlas and Margarita that he was working on their case and communicating with court personnel about their case, that he had taken action to make sure Karlas' pension check would not be garnished, that he had scheduled an emergency court date to eliminate the pension garnishments, that the judge was on their side, that Respondent had won the case and that the judge had ruled in Karlas' favor, and falsely stating to Karlas, Margarita and Davis that a court order existed indicating that Karlas had won the case, that no further garnishments would be taken from Karlas' pension payments and that Respondent had faxed the court order to Davis, and falsely submitting insufficient or false court orders to the pension board of Karlas' former employer, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010); and,

- e. engaging in conduct that is prejudicial to the administration of justice, by conduct including failing to take any action in Karlas domestic relations case, beyond just filing his appearance on October 16, 2020, and falsely submitting insufficient or false court orders to the pension board of Karlas' former employer, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Attempting to Settle Malpractice Claim with an Unrepresented Client)

36. The Administrator realleges paragraphs one through 35 above.

37. On November 21, 2021, Respondent telephoned Karlas and Margarita and asked them to come to his office on November 22, 2021. Karlas and Margarita agreed and met with Respondent at his office on November 22, 2021. At the meeting on November 22, 2021, Respondent acknowledged that he had lied to Karlas and Margarita and that he had not taken any action on behalf of Karlas in the post-judgment domestic relations case, beyond filing an appearance on October 16, 2020. He said he intended to make it right and asked Karlas and Margarita to return to his office on November 24, 2021.

38. On November 24, 2021, Respondent met with Karlas and Margarita and presented them with a written agreement, that he had prepared and which he asked them to sign, and which provided as follows:

- a. Respondent would obtain an order quashing the warrant for Karlas' arrest and would prepare a motion to terminate child support due to significant changes in circumstances on behalf of Karlas;
- b. Respondent agreed to refund the \$3,000 fee he had received from Karlas;
- c. Respondent agreed to reimburse Karlas \$28,800, representing 12 months of child support which Karlas' pension payments had been reduced by, and;
- d. Respondent agreed to pay Karlas and Margarita \$3,000 per month going forward for "each month the child support order is not terminated or drastically reduced."

39. Respondent did not advise Karlas and Margarita to consult with independent counsel, and at no time did Respondent give Karlas and Margarita reasonable opportunity to seek the independent advice of counsel, concerning Respondent's agreement to pay them \$3,000, representing the fee he received from Karlas, plus \$28,800, representing 12 months of child support which Karlas' pension payments had been reduced by, and \$3,000 per month until the child support order is terminated or drastically reduced, in exchange for Karlas and Margarita releasing Respondent from liability in connection with Karlas and Margarita's potential claims against Respondent.

40. Believing they had no other options, Karlas and Margarita agreed to the terms outlined in the written agreement described in paragraph 38, above.

41. At no time did Respondent comply with any of the terms of the November 24, 2021, agreement as described in paragraph 38 above, with the exception of refunding Karlas and Margarita their \$3,000 fee. At no time did Respondent take any further action on behalf of Karlas in his post-judgment domestic relations case. Respondent did not pay Karlas and Margarita \$28,800 to reimburse them for the child support payments and arrearages taken from Karlas' pension payments, nor did Respondent reimburse Karlas and Margarita for the payments which continued to be withheld from Karlas' pension payments.

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

