

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

In the Matter of:

MAHDIS AZMIMI

Attorney-Respondent,

No. 6320242.

Commission No. 2023PR00003

**NOTICE OF FILING**

TO: Rachel C. Miller  
Counsel for the Administrator  
rmiller@iarc.org  
ARDCeService@iarc.org

PLEASE TAKE NOTICE that on April 23, 2024, our office e-filed the following in the above-captioned matter with the Clerk of the ARDC Office: the Respondent's **Answer to First Amended Complaint**, a copy of which is hereby served upon you.

Respectfully submitted,

By: /s/ Bryan J. Kirsch  
One of the attorneys for the Respondent

**PROOF OF SERVICE**

Under penalties of perjury pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies as aforesaid that this Notice of Filing and the aforementioned Respondent's Answer to First Amended Complaint were caused to be served on all parties listed above via email April 23, 2024 before 5:00 p.m.

By: /s/ Alexis Perez  
Swanson, Martin & Bell, LLP

[X] Under penalties as provided by law pursuant to 735 ILCS 5/1- 109 I certify that the statements set forth herein are true and correct

John J. Duffy (ARDC No. 6224834)  
Bryan J. Kirsch (ARDC No. 6277793)  
SWANSON, MARTIN & BELL, LLP  
330 N. Wabash Ave., Suite 3300  
Chicago, Illinois 60611  
(312) 321-9100  
[bkirsch@smbtrials.com](mailto:bkirsch@smbtrials.com)

FILED  
4/23/2024 1:50 PM  
ARDC Clerk

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

In the Matter of:

MAHDIS AZMIMI

Attorney-Respondent,

No. 6320242.

Commission No. 2023PR00003

**ANSWER TO FIRST AMENDED COMPLAINT**

Attorney-Respondent, MAHDIS AZIMI, by her attorneys, SWANSON, MARTIN & BELL, LLP, and for her Answer to the First Amended Complaint issued by the Attorney Registration and Disciplinary Commission (“ARDC”) states as follows:

**COUNT I**

1. At all times related to this complaint, Respondent operated as a sole practitioner of Azimi Law LLC. She maintains an office in Chicago, and she concentrates her practice in the area of immigration law.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 1 of the First Amended Complaint.

2. Prior to May 2019, Heartland Alliance, a non-profit advocacy organization based in Chicago, filed a petition for alien fiance(e), also known as an I-129F application, on behalf of Nageswar Linga ("Linga") and his fiancée, Swarnlata Damor ("Damor"). At that time, Damor lived in India.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 2 of the First Amended Complaint.

FILED  
4/23/2024 1:50 PM  
ARDC Clerk

3. Between May 2019 and November 2019, Respondent worked as a volunteer attorney at Heartland Alliance through its National Immigration Justice Center program, and the organization assigned her to assist Linga and Damor in the next steps in Damor's immigration process, including preparing a consular application and preparing for an immigration interview. Respondent prepared the consular application and prepared Linga and Damor for the immigration interview.

**ANSWER:** Attorney-Respondent denies that she was a "volunteer attorney at Heartland Alliance through its National Immigration Justice Center program." Azimi was an attorney with the Justice Entrepreneur's Project ("JEP"), and JEP partnered with Heartland Alliance so that Azimi would work on Heartland Alliance matters while a JEP attorney, which included working with the National Immigrant Justice Center. Further answering, Attorney-Respondent admits the remaining allegations in Paragraph 3 of the First Amended Complaint.

4. When Respondent's volunteer placement ended in November 2019, she provided her contact information to Linga in case he decided to retain her for additional legal services in the future.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 4 of the First Amended Complaint.

5. On February 8, 2020, Damor entered the United States on a K-1 visa, which is also known as a "fiance(e) visa."

**ANSWER:** Upon information and belief, Attorney-Respondent admits the allegations contained in Paragraph 6 of the First Amended Complaint.

6. On February 15, 2020, Linga and Damor married.

**ANSWER:** Upon information and belief, Attorney-Respondent admits the allegations contained in Paragraph 6 of the First Amended Complaint.

7. In March 2020, Linga contacted Respondent to discuss filing an I-485 application in order to adjust Damor's immigration status from a fiancée visa to a lawful permanent resident visa ("green card"). Respondent and Linga agreed that Linga would pay Respondent a flat fee of \$1,500 in exchange for representation in preparing and filing the I-485 application. Respondent and Linga also agreed that Linga would pay Respondent \$1,250 for the filing fee. Linga paid Respondent a total of \$2,750 for the retainer and the filing fee.

**ANSWER:** Attorney-Respondent admits that in March 2020, Linga contacted her to discuss filing an I-485 application in order to adjust Damor's immigration status from that of a fiancée visa to lawful permanent resident status. Further answering, Attorney-Respondent admits that Linga and Damor agreed to pay her a flat fee of \$1,500, which was to cover her fees for the preparation and filing of the I-485 application, along with an I-131 application, an I-765 application, and an I-864 application. Attorney-Respondent further admits that Linga paid a filing fee of \$1,225 for the filing of the I-485 application. Attorney-Respondent denies that she was paid a retainer but admits Linga paid her \$2,725 for the flat fee representation and the filing fee for the I-485 application.

8. On March 10, 2020, Respondent, Linga and Damor met to prepare the I-485 application, as well as an I-131 application in order to obtain travel documents for Damor to leave the country. Respondent subsequently submitted the I-485 application and the I-131 application in June 2020 to United States Citizenship and Immigration Services ("USCIS").

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 8 of the First Amended Complaint.

9. Shortly after Respondent filed the applications, Linga told Respondent that Damor needed to return to India. Respondent informed Linga that an applicant generally may not leave the United States while an 1-485 application is pending without first obtaining advance parole with an 1-131 application. At that time, USCIS had not granted Damor's 1-131 application.

**ANSWER:** Attorney-Respondent lacks sufficient information to admit or deny the allegations contained in Paragraph 9 of the First Amended Complaint with respect to when Linga told Attorney-Respondent this information as alleged. Further answering, Attorney-Respondent admits the remaining allegations contained in Paragraph 9 of the First Amended Complaint.

10. On June 12, 2020, Damor returned to India.

**ANSWER:** Attorney-Respondent lacks sufficient information to admit or deny the allegations contained in Paragraph 10 of the First Amended Complaint.

11. [sic] No allegations are included in the First Amended Complaint as Paragraph 11 and thus no answer is required by Attorney-Respondent.

12. After Damor left the United States, Respondent and Linga discussed the option of applying for a humanitarian parole for Damor.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 12 of the First Amended Complaint.

13. In June 2021, Respondent and Linga agreed that Linga would pay Respondent a flat fee of \$1,500 to file a humanitarian parole application and also pay Respondent \$575 for the filing fee. Linga paid Respondent a total of \$2,075.

**ANSWER:** Upon information and belief, Attorney-Respondent admits the allegations contained in Paragraph 13 of the First Amended Complaint.

14. In June 2021, Respondent began preparing the humanitarian parole application for Damor, but she did not file the application.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 14 of the First Amended Complaint.

15. On July 21, 2021, USCIS notified Damor that her 1-485 application had been deemed abandoned due to her departure from the United States without prior approval of her 1-131 application.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 15 of the First Amended Complaint.

16. Between September 22, 2021 and November 1, 2021, Linga periodically requested that Respondent provide him with a copy of the application for humanitarian parole that she filed.

**ANSWER:** Attorney-Respondent admits that at certain times between September 22, 2021 and November 1, 2021, Linga requested a copy of the application for humanitarian parole.

17. [sic] No allegations are included in the First Amended Complaint as Paragraph 17 and thus no answer is required by Attorney-Respondent.

18. On September 28, 2021, Respondent sent Linga a text message and stated, "Hi, sir. I'm well, how are you? I haven't forgotten. I'm not in the office but when I get back I will send you a copy."

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 18 of the First Amended Complaint.

19. On October 14, 2021, Respondent sent Linga a text message and stated:

"I'm on a call. I got your message- I am on a call right now. I'm sorry if you are frustrated but I have been ill and not working as much in the office so when I go in

today/tomorrow I will scan it in and send it to you. I appreciate your patience, just as I was patient with you."

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 19 of the First Amended Complaint.

20. On November 1, 2021, Respondent send Linga a text message and stated, "Once we get a receipt number, I will put in an expedite *[sic]* request."

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 20 of the First Amended Complaint.

21. Respondent's representations in paragraphs 18, 19, and 20 were false, because she had not filed the humanitarian parole application.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 21 of the First Amended Complaint.

22. Respondent knew at the time she made the representations in paragraphs 18, 19, and 20 that they were false.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 22 of the First Amended Complaint.

23. 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 Respondent's failure to file a humanitarian parole application, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly making the false statements described in paragraphs 18, 19, and 20, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Attorney-Respondent admits she did not file a humanitarian parole application and

admits making the false statements as described herein. Attorney-Respondent denies any remaining allegations contained in Paragraph 23 of the First Amended Complaint, including subparagraphs a and b, and each of them, as contained in Paragraph 23 of the First Amended Complaint.

## **COUNT II**

24. On February 7, 2021, Respondent and Bulent Yurtsever ("Yurtsever") agreed that Respondent would represent Yurtsever's fiancée, Cagla Unver ("Unver"), and her minor son, Cagan Erbas ("Erbas") in filing two immigration petitions. Specifically, Respondent agreed to file a Form I-129F ("petition for alien fiance") for Unver and Erbas, as well as a D-S160 for consular processing. Respondent and Yurtsever agreed that Yurtsever would pay a flat fee retainer of \$2,000 for the representation. Yurtsever paid the \$2,000 flat fee retainer, and Respondent deposited the funds into her operating account.

**ANSWER:** Attorney-Respondent admits that on February 7, 2021, Respondent and Bulent Yurtsever agreed that Respondent would represent Yurtsever's fiancée, Cagla Unver, and her minor son, Cagan Erbas in filing two non-immigration visa petitions. Further answering, Attorney-Respondent admits that Respondent agreed to file a Form I-129F for Unver and Erbas, as well as a DS-160 for consular processing and that Yurtsever would pay a flat fee of \$2,000 for the representation. Attorney-Respondent further admits that Yurtsever paid a \$2,000 flat fee. Attorney-Respondent denies that she was paid a retainer.

25. On April 7, 2021, Respondent submitted the petition for alien fiance form for Unver and Erbas to United States Citizenship and Immigration Services ("USCIS").

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 25 of the First Amended Complaint.

26. On April 8, 2022, Respondent received a request for evidence from USCIS. The



request for evidence required Respondent to submit certain documents, including evidence of wedding preparations, evidence of ongoing communications between the couple, evidence of financial support, and other relevant documents, related to Yurtsever and Unver's marriage by July 5, 2022.

**ANSWER:** Attorney-Respondent admits that she received a request from USCIS pertaining to documentation for a fiancé visa petition as alleged in Paragraph 26 of the First Amended Complaint. Attorney-Respondent denies the remaining allegations of Paragraph 26 of the First Amended Complaint.

27. On May 28, 2022, Respondent submitted the documents described in paragraph 26, above, to USCIS.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 27 of the First Amended Complaint.

28. On July 22, 2022, USCIS approved the petition for alien fiance form.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 28 of the First Amended Complaint.

29. On September 12, 2022, USCIS transferred the petition for alien fiance to the United States Embassy in Ankara, Turkey, which marked the beginning of the consular processing stage and preparation for submission of the D-S160.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 29 of the First Amended Complaint.

30. In September 2022, Respondent met with Yurtsever to obtain additional documents for the D-S160 submission.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 30 of the First

Amended Complaint.

31. On October 27, 2022, Yurtsever sent a message to Respondent on the messaging application WhatsApp and asked, "Have you submit *[sic]* my form."

**ANSWER:** Attorney-Respondent admits to receiving a message as alleged in Paragraph 31 of the First Amended Complaint but denies that the message concerned the D-160 submission as Yurtsever was aware that said forms had not yet been submitted.

32. On October 27, 2022, Respondent replied to Yurtsever's message in WhatsApp described in paragraph 33, above, and stated, "Yes."

**ANSWER:** Attorney-Respondent admits that part of a message she responded with contained the word "yes" as alleged in Paragraph 32 of the First Amended Complaint but denies that the message concerned the D-160 submission as Yurtsever was aware that said forms had not yet been submitted.

33. Respondent's statement to Yurtsever in paragraph 32, above, confirming that she filed Yurtsever's D-S160 was false, because she had not filed the D-S160.

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 33 of the First Amended Complaint.

34. Respondent knew at the time that she made the statement in paragraph 32, above, that it was false.

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 34 of the First Amended Complaint.

35. Prior to December 13, 2022, Yurtsever retained a new attorney and paid the attorney \$1,500 as a flat fee retainer to file his D-S160.

**ANSWER:** Attorney-Respondent lacks sufficient information to admit or deny the allegations contained in Paragraph 35 of the First Amended Complaint.

36. On December 13, 2022, the Administrator docketed an investigation of Respondent's conduct based on Yurtsever's report that Respondent told him she filed his D-S160 form when she had not.

**ANSWER:** Attorney-Respondent admits that an investigation has been docketed but lacks sufficient information to admit or deny the reasons therefore as contained in Paragraph 36 of the First Amended Complaint.

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

- a. failing to keep the client reasonably informed about the status of a matter, by conduct including Respondent's false statement to Yurtsever that she had filed his D-S160 form when she had not, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly making the false statement described in paragraph 33, above, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 37 of the First Amended Complaint, including subparagraphs (a) – (b).

### **COUNT III**

38. In April 2021, Respondent and Parvaneh Moghimzadeh ("Moghimzadeh") agreed that Respondent would represent Moghimzadeh in filing a Form 1-130 ("petition for alien relatives") for Moghimzadeh's three siblings in Iran. Respondent and Moghimzadeh agreed that Moghimzadeh would pay a flat fee of \$1,500 for the representation.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 38 of the First Amended Complaint.

39. Between April 2021 and December 2021, Moghimzadeh paid \$1,500 to Respondent, and Respondent deposited the funds into her operating account.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 39 of the First Amended Complaint.

40. On February 7, 2022, Moghimzadeh's daughter, Anahita Ayremour ("Ayremour"), emailed Respondent and asked if the applications were submitted with the filing fees. Respondent did not respond, and Ayremour sent another email on February 18, 2022 to respond following up.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 40 of the First Amended Complaint.

41. On February 22, 2022, Respondent replied to Ayremour's email and stated, "I have filed the applications for your mother's siblings."

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 41 of the First Amended Complaint.

42. Respondent's statement described in paragraph 41, above, was false, because Respondent had not filed the applications for Moghimzadeh's siblings.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 42 of the First Amended Complaint.

43. Respondent knew at the time that she made the statement described in paragraph 41, above, that it was false.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 43 of the First Amended Complaint.

44. Between February 2022 and January 2023, Moghimzadeh made periodic requests to Respondent for status updates on her petition for alien relative applications, including proof of filing.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 44 of the First Amended Complaint.

45. At no time between February 2022 and January 2023 did Respondent file any petition for alien relative applications for Moghimzadeh's siblings.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 45 of the First Amended Complaint.

46. Prior to January 27, 2023, Moghimzadeh made periodic requests to Respondent for her client file.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 46 of the First Amended Complaint.

47. At no time did Respondent provide Moghimzadeh her client file.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 47 of the First Amended Complaint.

48. On January 27, 2023, the Administrator docketed an investigation into Respondent's conduct based on a report from Moghimzadeh's daughters, Armita Brunell and Ayremour.

**ANSWER:** Attorney-Respondent admits that an investigation has been docketed but lacks sufficient information to admit or deny the reasons therefore as contained in Paragraph 48 of the First Amended Complaint.

49. 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 Respondent's failure to file the petition for alien relative applications, 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 a matter, by conduct including Respondent's failure to provide updates on the petition for alien relative applications to Moghimzadeh, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- c. failing to take reasonable steps to the extent reasonably practicable to protect a client's interests, by conduct including Respondent's failure, despite Moghimzadeh's periodic requests, to provide her client file to her, in violation of Rule 1.16(d) of the Rules of Professional Conduct (2010); and
- d. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly making the false statement described in paragraph 43, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Attorney-Respondent admits the allegations contained in subparagraphs (a) – (c) of Paragraph 49 of the First Amended Complaint, however, Attorney-Respondent denies the allegations of subparagraph (d).

#### **COUNT IV**

50. Prior to August 2022, Respondent and Belet Bodakh ("Bodakh") discussed Respondent representing Bodakh in preparing and filing an affidavit of support with the National Visa Center for Bodakh's father, preparing her father for his immigrant visa interview, and preparing her father's immigrant visa and alien registration application. Bodakh also retained Respondent to prepare and file documents for Bodakh's mother, including an application for action on an approved application, an affidavit of support, an immigrant visa and alien registration

application, as well as Bodakh's mother for her immigrant visa interview. Respondent and Bodakh agreed that Bodakh would pay a fixed fee retainer of \$2,500 for each parent.

**ANSWER:** Attorney-Respondent admits that her firm was retained as alleged in Paragraph 50 of the First Amended Complaint and that it was agreed Bodakh would pay a fixed fee of \$2,500 for each parent. Attorney-Respondent denies that the payment made was a retainer as alleged in Paragraph 50 of the First Amended Complaint. Attorney-Respondent further denies that she personally had any attorney-client communications with Bodakh prior to her reinstatement in September 2022.

51. Between August 9, 2022 and September 20, 2022, Bodakh paid Respondent \$5,000.

**ANSWER:** Attorney-Respondent admits that her firm was paid as alleged in Paragraph 51 of the First Amended Complaint. Attorney-Respondent denies that she personally had any attorney-client communications with Bodakh prior to her reinstatement in September 2022.

52. At no time between August 2022 and March 2023 did Respondent file the immigration documents referenced in paragraph 50, above.

**ANSWER:** Attorney-Respondent admits that she did not file documents as alleged in Paragraph 52 of the First Amended Complaint, however, Attorney-Respondent denies any implication that she did not perform work on the preparation of said documents.

53. In March 2023, Bodakh informed Respondent that she was terminating the attorney-client relationship, and she requested that Respondent provide her with a refund.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 53 of the First Amended Complaint.

54. On June 7, 2023, Respondent informed Bodakh that she sent Bodakh a refund

check in the mail.

**ANSWER:** Attorney-Respondent admits that she sent the message as alleged in Paragraph 54 of the First Amended Complaint. However, Attorney-Respondent states that after sending the message, she discovered that Bodakh had filed a Request for Investigation with the Commission and she pulled the check from the outgoing mail so as to avoid any further correspondence with the grievant.

55. Respondent's statement described in paragraph 54, above, was false, because Respondent had not sent Bodakh a refund.

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 55 of the First Amended Complaint as at the time she sent the message she had indeed placed a check in the outgoing mail.

56. Respondent knew at the time that she made the statement described in paragraph 54, above, that it was false.

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 56 of the First Amended Complaint.

57. [sic] No allegations are included in the First Amended Complaint as Paragraph 57 and thus no answer is required by Attorney-Respondent.

58. On August 30, the Administrator served a subpoena to Respondent at her registered email address, [mahdis@azimilaw.com](mailto:mahdis@azimilaw.com), requiring her presence at a sworn statement via Zoom, a video conferencing platform, on September 25, 2023. The subpoena included a rider requesting production of Bodakh's entire client file on or before September 18, 2023.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 58 of the First Amended Complaint.



59. On September 24, 2023, Respondent emailed Counsel for the Administrator and stated that she had had a Covid-19 exposure through work and felt ill. She requested and extension of the sworn statement, and Counsel for the Administrator agreed to continue the sworn statement to October 13, 2023.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 59 of the First Amended Complaint.

60. As of the date of the filing of this complaint, Respondent has not provided Bodakh's client file.

**ANSWER:** Attorney-Respondent admits that she has not provided the Administrator file materials as alleged in Paragraph 60 of the First Amended Complaint. Attorney-Respondent denies that she failed to provide any file materials to Bodakh.

61. 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 Respondent's failure to file Bodakh's parents' immigrant visa and alien registration application, affidavits of support, and Bodakh's mother's application for action on an approved application, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to take reasonable steps to the extent reasonably practicable to protect a client's interests, by conduct including Respondent's failure, despite Bodakh's periodic requests, to provide her a refund of the unearned portion of the retainer fee, in violation of Rule 1.16(d) of the Rules of Professional Conduct (2010);
- c. knowingly failing to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to provide Bodakh's client file despite receiving a subpoena, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010); and

- d. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly making the false statement that Respondent sent a refund check to Bodakh, described in paragraph 54, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Attorney-Respondent admits that she failed to provide the file materials to the Administrator as requested. Attorney-Respondent denies the remaining allegations contained in Paragraph 61 of the First Amended Complaint, including those in subparagraphs (a) through (d).

### **COUNT V**

62. Prior to February 14, 2022, Respondent and Kseniia Cherkashina ("Cherkashina") discussed Respondent representing Cherkashina in filing a petition for adjustment of status. Respondent agreed to represent Cherkashina in exchange for Cherkashina paying a total flat fee retainer of \$2,500. Respondent and Cherkashina agreed that the breakdown of the fee payment would be as follows: \$1,000 to begin the matter, \$1,000 upon the adjustment of status petition, and \$500 prior to filing the adjustment of status petition.

**ANSWER:** Attorney-Respondent admits that she was retained as alleged in Paragraph 62 of the First Amended Complaint and that it was agreed Cherkashina would pay a fixed fee of \$2,500. Attorney-Respondent denies that the payment made was a retainer as alleged in Paragraph 62 of the First Amended Complaint.

63. On March 11, 2022, Timothy Shaw ("Shaw"), Cherkashina's fiancé, paid Respondent \$1,000 by credit card. Respondent deposited the funds into her operating account.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 63 of the First Amended Complaint.

64. On July 14, 2022, Shaw paid the second installment of \$1,000 to Respondent.

Respondent deposited the funds into her operating account.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 64 of the First Amended Complaint.

65. At no time between March 11, 2022 and August 11, 2022 did Respondent file a petition for adjustment of status.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 65 of the First Amended Complaint.

66. On August 11, 2022, Respondent, or someone acting at her direction, sent an email from [information@azimilaw.com](mailto:information@azimilaw.com) to Cherkashina and Shaw that stated, "We filed your case early this week. We will send you a copy of our filing soon."

**ANSWER:** Attorney-Respondent admits that a message as alleged in Paragraph 66 of the First Amended Complaint was sent to Cherkashina and Shaw. Attorney-Respondent denies authoring the message, or directing someone to author the message, as alleged in Paragraph 66 of the First Amended Complaint.

67. At no time did Respondent correct the statement described in paragraph 66, above, to Cherkashina.

**ANSWER:** Attorney-Respondent admits that she had no contact with Cherkashina in between the time the message was sent and the time Cherkashina retained new counsel, and thus did not discuss the statement as alleged in Paragraph 67 of the First Amended Complaint.

68. On September 24, 2022, Cherkashina retained a new attorney, Oksana Sakhniuk-Specter ("Sakhniuk-Specter"). Cherkashina agreed to pay Sakhniuk-Specter a flat fee retainer of \$2,000, with the first installment due on September 24, 2022. Cherkashina paid Sakhniuk-Specter

\$1,000 by credit card.

**ANSWER:** Attorney-Respondent lacks sufficient information to admit or deny the allegations contained in Paragraph 68 of the First Amended Complaint.

69. On September 28, 2022, Sakhniuk-Specter sent Respondent an email and stated: "Please provide me with the users Receipt Notices for r-130, r-485, r-765, r-131 immigration forms so I can properly file my appearance with the users. This is a very time sensitive matter, and your immediate response is greatly appreciated."

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 69 of the First Amended Complaint.

70. At no time did Respondent send Sakhniuk-Specter the requested forms, nor did she send Cherkashina's client file.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 70 of the First Amended Complaint.

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

- a. failing to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to correct the statement that Cherkashina's petition for adjustment of status had been filed, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- b. failing to take reasonable steps to the extent reasonably practicable to protect a client's interests, by conduct including Respondent's failure to provide Cherkashina's attorney her client file, in violation of Rule 1.16(d) of the Rules of Professional Conduct (2010); and
- c. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly failing to correct the false statement that Cherkashina's

case had been filed, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 71 of the First Amended Complaint, including subparagraphs (a) through (c) therein.

### **COUNT VI**

72. Prior to October 4, 2022, Respondent and Saroose Mortazavi ("Mortazavi") discussed Respondent representing Mortazavi and his wife, Asal Barakpour ("Barakpour"), in filing a petition for adjustment of status. Respondent agreed to represent Mortazavi in exchange for Mortazavi paying a total flat fee retainer of \$2,500, and a filing fee of \$1,760.

**ANSWER:** Attorney-Respondent admits that she was retained as alleged in Paragraph 72 of the First Amended Complaint and that it was agreed Mortazavi would pay a fixed fee of \$2,500 and a filing fee of \$1760. Attorney-Respondent denies that the payment made was a retainer as alleged in Paragraph 72 of the First Amended Complaint.

73. On October 4, 2022, Mortazavi paid Respondent \$2,500 by credit card. Respondent deposited the funds into her operating account.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 73 of the First Amended Complaint.

74. On November 2, 2022, Mortazavi paid Respondent \$1,760 by credit card for the filing fee. Respondent deposited the funds into her operating account and not into a client trust account.

**ANSWER:** Attorney-Respondent admits that Mortazavi paid Respondent by credit card for the filing fee as alleged in Paragraph 74 of the First Amended Complaint. Answering further, Attorney-Respondent avers that she immediately issued a check in the same amount to be paid to

the United States government for the filing fee. Attorney-Respondent denies any implication of an improper conversion of client funds as alleged in Paragraph 74 of the First Amended Complaint.

75. When Respondent deposited funds described in paragraph 70, above, into her operating account, she did not maintain a client trust account.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 75 of the First Amended Complaint.

76. On November 4, 2022, Respondent entered her appearance in Barakpour's matter.

**ANSWER:** Attorney-Respondent admits that she provided a G-28 Notice of Entry of Appearance as alleged in Paragraph 76 of the First Amended Complaint. Attorney-Respondent denies the remaining allegations of Paragraph 76 of the First Amended Complaint.

77. At no time between December 2022 and June 14, 2023 did Respondent file a petition for adjustment of status.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 77 of the First Amended Complaint.

78. At no time did Respondent send Mortazavi a refund of the unearned portion of the fee.

**ANSWER:** Attorney-Respondent admits that no refund was provided as alleged in Paragraph 78 of the First Amended Complaint but denies that there was an unearned portion of the fee to be refunded.

79. On August 30, the Administrator served a subpoena to Respondent at her registered email address, [mahdis@azimilaw.com](mailto:mahdis@azimilaw.com), requiring her presence at a sworn statement via Zoom, a video conferencing platform, on September 25, 2023. The subpoena included a

rider requesting production of Mortazavi's entire client file on or before September 18, 2023.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 79 of the First Amended Complaint.

80. On September 24, 2023, Respondent emailed Counsel for the Administrator and stated that she had had a Covid-19 exposure through work and felt ill. She requested and extension of the sworn statement, and Counsel for the Administrator agreed to continue the sworn statement to October 13, 2023.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 80 of the First Amended Complaint

81. As of the date of the filing of this complaint, Respondent has not provided Mortazavi's client file.

**ANSWER:** Attorney-Respondent admits that she has not provided the Administrator file materials as alleged in Paragraph 81 of the First Amended Complaint. Attorney-Respondent denies that she failed to provide any file materials to Mortazavi.

82. 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 Respondent's failure to file Mortazavi's petition for adjustment of status, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to take reasonable steps to the extent reasonably practicable to protect a client's interests, by conduct including Respondent's failure, despite Mortazavi's periodic requests, to provide him a refund of the unearned portion of the retainer fee, in violation of Rule 1.16(d) of the Rules of Professional Conduct (2010);
- c. failing to hold property of a client that is in the lawyer's

possession in connection with a representation separate from the lawyer's own property, by conduct including depositing Mortazavi's \$1,760 payment for filing fees into Respondent's operating account, in violation of Rule 1.15(a) of the Rules of Professional Conduct (2010); and

- d. knowingly failing to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to provide Mortazavi's client file despite receiving a subpoena, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010); and

**ANSWER:** Attorney-Respondent admits that she failed to provide the file materials to the Administrator as requested. Attorney-Respondent further admits that she did not maintain a separate trust account but denies that she improperly converted client funds. Attorney-Respondent denies the remaining allegations contained in Paragraph 82 of the First Amended Complaint, including those in subparagraphs (a) through (d).

## **COUNT VII**

83. Prior to November 2, 2022, Respondent and Wilfred Kinyanjui ("Kinyanjui") discussed Respondent representing Kinyanjui and his wife, Purity Ngando ("Ngando"), in filing a petition for adjustment of status. Respondent agreed to represent Kinyanjui in exchange for Kinyanjui paying a total flat fee retainer of \$2,500, and a filing fee of \$1,760.

**ANSWER:** Attorney-Respondent admits that she was retained as alleged in Paragraph 83 of the First Amended Complaint and that it was agreed Kinyanjui would pay a fixed fee of \$2,500 and a filing fee of \$1760. Attorney-Respondent denies that the payment made was a retainer as alleged in Paragraph 83 of the First Amended Complaint.

84. Between November 2, 2022 and February 28, 2023 Kinyanjui paid Respondent's legal fee in installments.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 84 of the



First Amended Complaint.

85. Prior to March 4, 2023, Kinuanjui sent Respondent a money order for the \$1,760 filing fee. Respondent placed the money order in the client file and not into a client trust account.

**ANSWER:** Attorney-Respondent denies the allegations in Paragraph 85 of the First Amended Complaint. Attorney-Respondent denies any implication of an improper conversion of client funds as alleged in Paragraph 85 of the First Amended Complaint.

86. When Respondent deposited funds described in paragraph 85, above, into her operating account, she did not maintain a client trust account, which is require by the Rules of Professional Conduct.

**ANSWER:** Attorney-Respondent admits that she did not maintain a client trust account as alleged in Paragraph 86 of the First Amended Complaint but denies any implication of an improper conversion of client funds as alleged in Paragraph 86 of the First Amended Complaint. Attorney-Respondent further avers that the money order referenced in Paragraph 85 of the First Amended Complaint was made out to the US Department of Homeland Security.

87. On March 4, 2023, Respondent sent Kinyanjui and Ngando an email and stated, "Yes, I did receive the money order. I will finish off everything and send you a draft copy before I file your Adjustment of Status petition."

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 87 of the First Amended Complaint.

88. At no time between March 4, 2023 and May 17, 2023 did Respondent file a petition for adjustment of status, nor did Respondent respond to Ngando and Kinyanjui's periodic requests for information about the petition for adjustment of status.

**ANSWER:** Attorney-Respondent admits that she did not file documents as alleged in

Paragraph 88 of the First Amended Complaint, however, Attorney-Respondent denies any implication that she did not perform work on the preparation of said documents.

89. On May 17, 2023, Kinyanjui sent Respondent an email terminating the attorney-client relationship. He stated, "[w]e kindly request to have all our documents and the money orders back." He also requested a "full refund of the money that [he] paid."

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 89 of the First Amended Complaint.

90. At no time did Respondent send the money orders to Kinyanjui or Ngando.

**ANSWER:** Attorney-Respondent denies the allegations in Paragraph 90 of the First Amended Complaint.

91. On May 17, 2023, Kinyanjui submitted a report about Respondent's conduct to the ARDC. He alleged that he paid Respondent \$2,500 for her to represent him in an immigration matter, that she had not responded to communication from him, and that he requested that she send him his client file, money orders and legal fees. The ARDC docketed an investigation on May 17, 2023.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 91 of the First Amended Complaint.

92. On August 30, the Administrator served a subpoena to Respondent at her registered email address, [mahdis@azimilaw.com](mailto:mahdis@azimilaw.com), requiring her presence at a sworn statement via Zoom, a video conferencing platform, on September 25, 2023. The subpoena included a rider requesting production of Kinyanjui's entire client file on or before September 18, 2023.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 92 of the First Amended Complaint.

93. On September 24, 2023, Respondent emailed Counsel for the Administrator and stated that she had had a Covid-19 exposure through work and felt ill. She requested and extension of the sworn statement, and Counsel for the Administrator agreed to continue the sworn statement to October 13, 2023.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 93 of the First Amended Complaint.

94. At no time prior to September 13, 2023 did Respondent provide Kinyanjui's client file.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 94 of the First Amended Complaint.

95. On October 13, 2023, Respondent appeared for a sworn statement. During the statement, Counsel for the Administrator and Respondent engaged in following exchange:

Counsel: Did you send the money orders for the filing fees with the client documents that you sent to them?

Respondent: Yes.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 95 of the First Amended Complaint.

96. Respondent's statements that she said she sent the client file and the money orders to Kinyanjui and Ngando, described in paragraph 95, above, were false.

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 96 of the First Amended Complaint.

97. Respondent knew at the time she made the statements described in paragraph 95,

above, that they were false, because she had not sent Kinyanjui and Ngando the client file or money orders.

**ANSWER:** Attorney-Respondent denies the allegations contained in Paragraph 97 of the First Amended Complaint.

98. As of the date of the filing of this complaint, Respondent has not provided Kinyanjui's client file.

**ANSWER:** Attorney-Respondent admits that she has not provided the Commission the file as alleged in Paragraph 98 of the First Amended Complaint.

99. 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 Respondent's failure to file Kinyanjui's petition for adjustment of status, 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 a matter, by conduct including Respondent's failure to respond to Kinyanjui and Ngando's periodic requests for information about the petition for adjustment of status, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- c. failing to hold property of a client that is in the lawyer's possession in connection with a representation in a client trust account, by conduct including placing Kinyanjui's money order for filing fees into a client file and not depositing the funds into a client trust account, in violation of Rule 1.15(a) of the Rules of Professional Conduct (2010);
- d. failing to take reasonable steps to the extent reasonably practicable to protect a client's interests, by conduct including Respondent's failure, despite periodic requests, to provide the money orders, in violation of Rule 1.16(d)

of the Rules of Professional Conduct (2010);

- e. knowingly making a false statement of material fact in connection with a disciplinary matter, by conduct including falsely stating that she sent Kinyanjui and Ngando the client file and money orders, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010);
- f. knowingly failing to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to provide Kinyanjui's client file despite receiving a subpoena, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010); and
- g. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly making the false statement that she provided Kinyanjui and Ngando their client file and money orders, as described in in paragraph 92, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Attorney-Respondent admits that she failed to provide the file materials to the Administrator as requested. Attorney-Respondent further admits that she did not maintain a separate trust account but denies that she improperly converted client funds. Attorney-Respondent denies the remaining allegations contained in Paragraph 99 of the First Amended Complaint, including those in subparagraphs (a) through (g).

### **COUNT VIII**

100. Prior to November 9, 2022, Respondent and Somayeh Mohammadi ("Mohammadi") discussed Respondent representing Mohammadi in preparing and filing an immigrant petition for alien workers pursuant to a national interest waiver. Respondent agreed to represent Mohammadi in exchange for Mohammadi paying a total flat fee retainer of \$6,000.

**ANSWER:** Attorney-Respondent admits that she was retained as alleged in Paragraph 100 of the First Amended Complaint and that it was agreed Mohammadi would pay a fixed fee of

\$6,000. Attorney-Respondent denies that the payment made was a retainer as alleged in Paragraph 100 of the First Amended Complaint.

101. Between November 14, 2022 and February 1, 2023, Mohammadi paid Respondent \$6,000 by credit card.

**ANSWER:** Attorney-Respondent admits the allegations contained in Paragraph 101 of the First Amended Complaint.

102. At no time between November 9, 2022 and April 24, 2023 did Respondent file the immigrant petition for alien workers pursuant to a national interest waiver.

**ANSWER:** Attorney-Respondent admits that she did not file documents as alleged in Paragraph 102 of the First Amended Complaint, however, Attorney-Respondent denies any implication that she did not perform work on the preparation of said documents.

103. On April 24, 2023, Respondent told Mohammadi that she would send Mohammadi the completed immigrant petition for alien workers pursuant to a national interest waiver.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 103 of the First Amended Complaint.

104. Between April 24, 2023 and May 15, 2023, Mohammadi made periodic requests for her client file and a refund of the unearned portion of the retainer fee.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 104 of the First Amended Complaint.

105. At no time did Respondent provide Mohammadi with her client file or the unearned portion of the retainer fee.

**ANSWER** Attorney-Respondent denies that she did not provide portions of the file to

Mohammadi as alleged in Paragraph 105 of the First Amended Complaint. Attorney-Respondent further denies that there was an unearned portion of the flat fee to be returned.

106. 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 Respondent's failure to send Mohammadi her immigrant petition for alien workers pursuant to national interest waiver or file Mohammadi's the petition, 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 a matter, by conduct including Respondent's failure to respond to Mohammadi's requests for information about immigrant petition for alien workers pursuant to national interest waiver, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- c. failing to take reasonable steps to the extent reasonably practicable to protect a client's interests, by conduct including Respondent's failure to provide Mohammadi's client file to her and Respondent's failure to refund the unearned portion of the retainer fee to Mohammadi, in violation of Rule 1.16(d) of the Rules of Professional Conduct (2010).

**ANSWER** Attorney-Respondent denies the allegations contained in Paragraph 106 of the First Amended Complaint, including subparagraphs (a) through (c) therein.

### **COUNT IX**

107. Prior to January 30, 2023, Respondent and Arshia Tavakoli ("Tavakoli") discussed Respondent representing Tavakoli in preparing and filing a humanitarian parole application. Respondent agreed to represent Tavakoli in exchange for Tavakoli paying a total flat fee retainer of \$1,500, a filing fee of \$575, and an administrative archival fee of \$50.

**ANSWER:** Attorney-Respondent admits that she was retained as alleged in Paragraph 107 of the First Amended Complaint and that it was agreed Tavakoli would pay a fixed fee of \$1,500, a filing fee of \$575 and an administrative archival fee of \$50. Attorney-Respondent denies that the payment made was a retainer as alleged in Paragraph 107 of the First Amended Complaint.

108. In an email dated January 30, 2023, Respondent told Tavakoli that the application required a sponsor, and his sponsor needed to fill out a questionnaire Respondent attached to the email. Respondent also sent an invoice to Tavakoli for the fixed fee of \$1,500.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 108 of the First Amended Complaint.

109. On February 2, 2023, Tavakoli emailed Respondent that his aunt, Nahid Tootoonchi ("Tootoonchi"), would serve as his sponsor.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 109 of the First Amended Complaint.

110. On February 10, 2023, Tootoonchi sent Respondent a check for \$2,125, which comprised Respondent's fixed fee, the filing fee, and the administrative archival fee, and Respondent deposited the check into her operating account.

**ANSWER:** Attorney-Respondent admits that Tootoonchi paid Respondent by check as alleged in Paragraph 110 of the First Amended Complaint. Answering further, Attorney-Respondent avers that she immediately issued a check in the amount of the filing fee to be paid to the United States government for the filing fee. Attorney-Respondent denies any implication of an improper conversion of client funds as alleged in Paragraph 110 of the First Amended Complaint.



111. When Respondent deposited the funds described in paragraph 99, above, which included a filing fee, into her operating account, she did not maintain a client trust account.

**ANSWER:** Attorney-Respondent admits that she did not maintain a client trust account as alleged in Paragraph 111 of the First Amended Complaint but denies any implication of an improper conversion of client funds as alleged in Paragraph 111 of the First Amended Complaint.

112. Between February 10, 2023 and April 23, 2023, Tavakoli, Tootoonchi, and Tavakoli's aunt, Nassrin Jalili ("Jalili"), made periodic requests about the status of Tavakoli's humanitarian parole application.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 112 of the First Amended Complaint.

113. At no time between February 10, 2023 and April 23, 2023 did Respondent provide updates on the status of Tavakoli's humanitarian parole application.

**ANSWER** Attorney-Respondent denies the allegations contained in Paragraph 113 of the First Amended Complaint.

114. At no time between February 10, 2023 and April 23, 2023 did Respondent file Tavakoli's humanitarian parole application.

**ANSWER:** Attorney-Respondent admits that she did not file documents as alleged in Paragraph 114 of the First Amended Complaint, however, Attorney-Respondent denies any implication that she did not perform work on the preparation of said documents.

115. Between April 27, 2023 and June 10, 2023, Tavakoli and his aunts made periodic requests for the client file and a refund of the unearned portion of the retainer fee.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 115 of the First

Amended Complaint.

116. On June 10, 2023, Respondent sent Jalili an email and stated "I will mail you a check when I am back in the office this upcoming week. I will also include the documents."

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 116 of the First Amended Complaint.

117. At no time did Respondent send Tavakoli or his aunts the client file nor did Respondent refund any portion of the retainer fee.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 117 of the First Amended Complaint as grievant had filed a Request for Investigation and Respondent did not believe it was proper to have any further contact.

118. On August 30, the Administrator served a subpoena to Respondent at her registered email address, [mahdis@azimilaw.com](mailto:mahdis@azimilaw.com), requiring her presence at a sworn statement via Zoom, a video conferencing platform, on September 25, 2023. The subpoena included a rider requesting production of Tavakoli's entire client file on or before September 18, 2023.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 118 of the First Amended Complaint.

119. On September 24, 2023, Respondent emailed Counsel for the Administrator and stated that she had had a Covid-19 exposure through work and felt ill. She requested an extension of the sworn statement, and Counsel for the Administrator agreed to continue the sworn statement to October 13, 2023.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 119 of the First Amended Complaint.

120. As of the date of the filing of this complaint, Respondent has not provided

Tavakoli's client file.

**ANSWER** Attorney-Respondent admits that she has not provided the file to the Administrator as alleged in Paragraph 120 of the First Amended Complaint.

121. 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 Respondent's failure to file Tavakoli's humanitarian parole application, 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 a matter, by conduct including Respondent's failure to respond to Tavakoli's periodic requests for information about the status of his humanitarian parole application, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- c. failing to hold property of a client that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including depositing Tavakoli's \$575 payment for filing fees into Respondent's operating account, in violation of Rule 1.15(a) of the Rules of Professional Conduct (2010);
- d. failing to take reasonable steps to the extent reasonably practicable to protect a client's interests, by conduct including Respondent's failure, despite Tavakoli's periodic requests, to provide him a refund of the unearned portion of the retainer fee and his client file, in violation of Rule 1.16(d) of the Rules of Professional Conduct (2010); and
- e. knowingly failing to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to provide Tavakoli's client file despite receiving a subpoena, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** Attorney-Respondent admits that she failed to provide the file materials to the

Administrator as requested. Attorney-Respondent further admits that she did not maintain a separate trust account but denies that she improperly converted client funds. Attorney-Respondent denies the remaining allegations contained in Paragraph 121 of the First Amended Complaint, including those in subparagraphs (a) through (e).

### **COUNT X**

122. In January 2023, Respondent and Justin Fowlkes ("Fowlkes") discussed Respondent representing Fowlkes and his husband, Osaid Ahmed ("Ahmed") in preparing and filing a petition for adjustment of status. Respondent agreed to represent Fowlkes in exchange for Fowlkes paying a total flat fee retainer of \$3,000.

**ANSWER:** Attorney-Respondent admits that she was retained as alleged in Paragraph 122 of the First Amended Complaint and that it was agreed Fowlkes would pay a fixed fee of \$3000. Attorney-Respondent denies that the payment made was a retainer as alleged in Paragraph 122 of the First Amended Complaint.

123. Between February 2023 and April 2023, Fowlkes paid Respondent \$3,000 in installments via credit card.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 123 of the First Amended Complaint.

124. In June 2023, Respondent told Fowlkes and Ahmed that she had filed the petition for adjustment of status.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 124 of the First Amended Complaint.

125. Between June 2023 and July 25, 2023, Fowlkes and Ahmed requested that

Respondent send them tracking information showing that the petition for adjustment of status had been submitted to United States Citizenship and Immigration Services ("USCIS").

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 125 of the First Amended Complaint.

126. At no time did Respondent provide tracking information, nor did she provide additional updates on the status of the petition for adjustment of status.

**ANSWER** Attorney-Respondent denies the allegations contained in Paragraph 126 of the First Amended Complaint.

127. On August 22, 2023, Fowlkes received an email from USCIS stating that the petition for adjustment of status that Respondent filed had been rejected on July 7, 2023, because Respondent submitted an out-of-date form.

**ANSWER:** Attorney-Respondent lacks sufficient information to admit or deny the allegations contained in Paragraph 127 of the First Amended Complaint.

128. At no time between July 7, 2023 and August 22, 2023 did Respondent tell Fowlkes or Ahmed that the petition for adjustment of status had been rejected.

**ANSWER** Attorney-Respondent admits the allegations contained in Paragraph 128 of the First Amended Complaint as she did not know the petition had been rejected.

129. 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 Respondent's failure to file Fowlkes's petition for adjustment of status on correct forms, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); and
- b. failing to keep the client reasonably informed about the status of a matter, by conduct including Respondent's

failure to respond to Fowlkes's periodic requests for information about the tracking number of his petition for adjustment of status, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010).

**ANSWER** Attorney-Respondent denies the allegations contained in Paragraph 129 of the First Amended Complaint, including subparagraphs (a) – (b) therein.

Respectfully submitted,

By: /s/Bryan J. Kirsch  
One of the Attorneys for Respondent

John J. Duffy (ARDC No. 6224834)  
Bryan J. Kirsch (ARDC No. 6277793)  
**SWANSON, MARTIN & BELL, LLP**  
330 N. Wabash Ave., Suite 3300  
Chicago, Illinois 60611  
(312)321-9100  
jduffy@smbtrials.com  
[bkirsch@smbtrials.com](mailto:bkirsch@smbtrials.com)

**AFFIDAVIT**

I, Mahdis Azimi, the Attorney-Respondent, being under oath, hereby state pursuant to the Illinois Code of Civil Procedure, Section 5/2-610(b) that the Attorney-Respondent lacks sufficient knowledge to form a belief as to the truth of the allegations contained in those Paragraphs of the Answer to the First Amended Complaint answered by the Attorney-Respondent as having lack of sufficient knowledge as set forth in that Answer. I further state that the statements made in the foregoing Answer as to lack of sufficient knowledge to form a belief are true and correct. Under penalties of perjury and penalties as provided by 735 ILCS 5/1-109, I hereby certify that the statements set forth herein are true and correct, except as to matters therein stated to be on information and belief and as to such matters I certify as aforesaid that I verily believe the same to be true.

Dated: 04/23/2024



\_\_\_\_\_  
Mahdis Azimi, Respondent