

2025PR00006

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

In the Matter of:

AYODELE CARA JUANITA
WHITE-CASPER,

Respondent,

No. 6334308.

Commission No. 2025PR00006

NOTICE OF FILING

TO: M. Katherine Boychuk
Counsel for the Administrator
130 East Randolph Drive, Suite 1500
Chicago, Illinois 60601
Telephone: (312) 565-2600 Email:
kboychuk@iadc.org Email:
ARDCeService@iadc.org

NOTICE OF FILING

PLEASE TAKE NOTICE that on February 26, 2025, I will e-file the Respondent's Answer to Complaint by causing the original copy to be e-filed with the Clerk of the Attorney Registration and Disciplinary Commission.

Respectfully submitted,

/s/ Samuel J. Manella
Samuel J Manella
Attorney for Attorney Respondent

SAMUEL J. MANELLA, # 06190368
Counsel for Attorney-Respondent
7 Buckingham Place
Lincolnshire, Illinois 60069
(708) 525-6563
manellalawoffice@aol.com

FILED
2/26/2025 9:36 AM
ARDC Clerk

PROOF OF SERVICE

I, SAMUEL J. MANELLA, on oath state that I served a copy of the Notice of Filing and ANSWER TO COMPLAINT on the individual at the address shown on the foregoing Notice of Filing, sent via e-mail at kboychuk@iardc.org and ARDCeService@iardc.org, February 26, 2025, at or before 4:00 p.m.

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

/s/ Samuel J. Manella

SAMUEL J. MANELLA, # 06190368
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Lincolnshire, Illinois 60069
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ANSWER TO COMPLAINT

NOW COMES, Attorney-Respondent, AYODELE CARA JUANITA WHITE-CASPER, by and through her attorney, SAMUEL J. MANELLA, and hereby files her Answer to Complaint, and states and alleges as follows:

Respondent was licensed to practice law in Illinois on May 7, 2020.

COUNT I

(Dishonesty - Filing a Falsely Notarized Deed with the Cook County Clerk; Conflict of Interest; Lack of Competence)

1. At all times relevant to this complaint, Respondent was a partner in the law firm WCW Law LLC, with its office in Chicago. The firm concentrated its practice in family law, probate, and real estate.

ANSWER:

Respondent admits the allegations contained in Paragraph 1 of Count I of the Complaint.

2. Beginning before June 2022, Allan Bruce owned a house in Country Club Hills (the “Bruce Property”) in which he lived. On or about June 29, 2022, Bruce signed a Transfer on Death Instrument (the “June 2022 TODI”), pursuant to which the Bruce Property would transfer to Bruce’s stepdaughters, Danielle Carter Tripp (“Danielle”) and Nicole Carter Benson (“Nicole”), upon his death. Bruce was 78 years old at the time.

ANSWER:

Respondent admits the allegation contained in Paragraph 2 of Count I of the Complaint.

3. In or about August 2022, Nicole retained Respondent to prepare for Bruce a power of attorney for property, a power of attorney for health care, a revocation of the June 2022 TODI (the “TODI Revocation”), and a new TODI, pursuant to which the Bruce Property would transfer solely to Nicole upon Bruce’s death.

ANSWER:

Respondent admits in part that she was requested by Nicole on behalf of Bruce to prepare documents as alleged in Paragraph 3 of Count I of the Complaint. That Nicole specifically retained Respondent but affirmatively stated that Mr. Bruce sought the assistance of correcting the TODI that his stepdaughter Danielle improperly recorded the year prior.

4. In August 2022, Respondent prepared documents as Nicole requested. At no time did Respondent meet with, speak to, or have any communication of any kind with Bruce.

ANSWER:

Respondent admits the allegations contained in Paragraph 4 of Count I of the Complaint.

5. Respondent arranged for her law partner, who was a notary, to meet with Bruce and Nicole at the Bruce Property for the purpose of executing the documents.

ANSWER:

Respondent admits the allegations contained in Paragraph 5 of Count I of the Complaint and further answering states that the meeting was to also assess the authority provided by Bruce to execute said documents.

6. On or about August 26, 2022, Respondent’s law partner met with Bruce and Nicole at the Bruce Property, where her law partner witnessed Bruce sign the powers of attorney and the TODI Revocation in the presence of two witnesses. Bruce did not sign the TODI.

ANSWER:

Respondent admits the allegation contained in Paragraph 6 of Count I of the Complaint solely to the extent of Respondent's knowledge of the meeting and the conversation with Respondent's prior partner. Following her conversation with her prior partner, it was Respondent's new and learned understanding was that they did not want a subsequent TODI executed as previously discussed but wanted a quit claim deed instead.

7. At no time did Respondent or anyone else explain to Bruce or Nicole that their interests may be adverse, nor did anyone advise Nicole or Bruce to seek independent counsel or seek a waiver of any potential conflicts of interest.

ANSWER:

Respondent admits the allegations contained in Paragraph 7 of Count I of the Complaint, however the admission is upon the belief that Nicole was hiring Respondent on behalf of Mr. Bruce.

8. Also on August 26, 2022, Nicole informed Respondent's law partner that Nicole wanted the firm to prepare a quitclaim deed, which would have the effect of conveying the Bruce Property to Nicole and her husband, Jerry Benson ("Jerry"), immediately.

ANSWER:

Respondent admits the allegations contained in Paragraph 8 of Count I of the Complaint and further answering states the purpose of the immediate conveyance was consideration of Nicole and Jerry selling and moving from their home in California to become caretakers of Mr. Bruce.

9. On or about August 31, 2022, Respondent modified the retainer agreement between Nicole and the firm to include preparation of a quitclaim deed. Nicole paid an additional fee to the firm. Bruce was not a party to the agreement.

ANSWER

Respondent denies that an additional fee was paid and asserts that the amount remained the same

as originally agreed (50% down at retainer, remainder down when signing documents) as alleged in Paragraph 9 of Count I of the Complaint. Further answering, the agreement was only modified to show the updated request of what was presumed to be a mutual agreement between all parties at issue, Bruce, Nicole, and Jerry Benson. The quit claim deed was prepared as a courtesy since Nicole claimed that this was an original request upon the initial conversation with Respondent, although the notes from Respondent’s initial consultation provided otherwise, regarding an additional TODI being prepared after the revocation.

10. Subsequently, Nicole instructed Respondent not to prepare the quitclaim deed, because Bruce was receiving financial assistance from a nonprofit organization for repairs to the property, and title needed to remain in his name in order to receive the assistance.

ANSWER:

Respondent admits the allegations contained in Paragraph 10 of Count I of the Complaint.

11. Nicole died on February 15, 2023.

ANSWER:

Respondent admits the allegations contained in Paragraph 11 of Count I of the Complaint.

12. Following Nicole’s death, Jerry’s niece Clarisha Benson (“Clarisha”) contacted Respondent and instructed her to prepare a quitclaim deed through which Bruce would convey the Bruce Property to Jerry. Respondent prepared the deed and sent it to Clarisha. The conveyance took place for no consideration.

ANSWER:

Respondent admits the allegations contained in Paragraph 13 of Count I of the Complaint, and further states that Clarisha called Respondent and threatened her to complete the task that she was requested to initially do by Nicole, and that it was Respondent’s fault and

incompetence as to why it did not get done sooner. Reluctant, but still presuming the job was incomplete per the request of everyone involved, Respondent amended the original quit claim deed to remove Nicole from the previously prepared quit claim deed that Respondent held until there was a time available to meet with Mr. Bruce, Nicole and Jerry Benson (as Nicole was in and out of the hospital from the time Nicole instructed Respondent to move forward with preparing the quit claim deed) and only leave Mr. Jerry Benson as remaining and intended beneficiary.

13. On or about February 21, 2023, Bruce signed the quitclaim deed. On that date, Clarisha returned the deed to Respondent. The deed bore Bruce's purported signature but was not notarized.

ANSWER:

Respondent admits the allegations contained in Paragraph 13 of Count I of the Complaint.

14. After receiving the quitclaim deed, Respondent appeared before a notary public and signed the deed as Bruce's attorney-in-fact. At no time did Respondent have Bruce's authority to sign the quitclaim deed as his attorney-in-fact. At no time did Bruce authorize Respondent to convey title in his home to Jerry for no consideration. At Respondent's direction, the notary public notarized the signatures of Bruce and Respondent on the quitclaim deed, although the notary public did not in fact witness Bruce signing the quitclaim deed.

ANSWER:

Respondent denies the allegations contained in Paragraph 14 of Count I of the Complaint to the allegations of lack of authority and admits to execution of the quit claim deed as belief to execute as attorney in fact.

15. When Respondent directed the notary public to notarize Bruce's signature, she did so dishonestly as she knew that neither she nor the notary actually witnessed Bruce sign the quitclaim deed.

ANSWER:

Respondent objects to the legal conclusion of "dishonesty" set forth in Paragraph 15 of Count I of

the Complaint, and denies the allegations contained in Paragraph 15 of Count I of the Complaint.

16. Respondent recorded the quitclaim deed with the Cook County Clerk on or about February 23, 2023.

ANSWER:

Respondent admits the allegations contained in Paragraph 16 of Count I of the Complaint.

17. On or about March 15, 2023, Bruce, through new counsel, recorded a Notice of Fraudulent Conveyance with the Cook County Clerk, stating that the quitclaim deed, which purported to convey the Bruce Property to Jerry, was recorded without Bruce's knowledge or consent and was therefore a fraudulent conveyance.

ANSWER:

Respondent neither admits nor denies the allegations in Paragraph 17 of Count I of the Complaint due to insufficient information or knowledge and demands strict proof thereof.

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

- a. failure to provide competent representation to a client by conduct including causing title in Allan Bruce's property to be transferred to Jerry Benson with no consideration, in violation of Rule 1.1 of the Illinois Rules of Professional Conduct (2010);
- b. failure to reasonably consult with a client about the means by which that client's objectives are to be accomplished by conduct including drafting and causing to be executed estate planning documents and a deed to Allan Bruce's property without consulting him or keeping him reasonably informed, in violation of Rule 1.4(a)(2) of the Illinois Rules of Professional Conduct (2010);
- c. engaging in a concurrent conflict of interest by representing both Allan Bruce and Nicole Benson, where Bruce's interest was directly adverse to those of Nicole, by conduct including drafting a Revocation of a Transfer on Death Instrument, a Transfer on Death Instrument, and a power of attorney that benefited Nicole to the detriment of Bruce, without obtaining informed consent to the representation, in violation of Rule 1.7(a)(1) of the Illinois Rules of Professional Conduct (2010);

- d. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including signing a quitclaim deed as Allan Bruce's attorney in fact without the authority to do so; by directing a notary public to falsely notarize Allan Bruce's signature on the quitclaim deed, knowing that the notary public did not witness the signature; and by recording the quitclaim deed with the Cook County Clerk on February 23, 2023, knowing the deed to contain the false statement that Allan Bruce appeared before the notary public to execute the deed, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010)

ANSWER:

Respondent denies the allegations contained in Paragraph 18 (a) through (d) of Count I of the Complaint.

WHEREFORE, Respondent requests that the Hearing Board impose other relief that may be deemed just.

Respectfully submitted,

(s) Samuel J. Manella
SAMUEL J. MANELLA
Attorney for Respondent

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