

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

In the Matter of:)	
)	
MATTHEW CHARLES HOLMER,)	Commission No. 2025PR00017
Attorney-Respondent,)	
)	
No. 6303544.)	

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Tammy L. Evans, pursuant to Supreme Court Rule 753(b), complains of Respondent, Matthew Charles Holmer, who was licensed to practice law in Illinois on November 4, 2010, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

COUNT I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. On November 15, 2023, counsel for the plaintiffs filed a motion to compel in case number 2020L142 in which he asked the court to direct the defendant to produce the declaration page of his insurance policy and direct the defendant to deliver payment, within two weeks, to

each plaintiff under the terms of the settlement agreement. On or about November 15, 2023, Respondent received a copy of counsel's motion to compel.

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

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

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

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

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

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

26. On December 6, 2023, plaintiffs' counsel filed a motion for sanctions in case number 2020L142 in which he asked the court to direct the defendant to produce the declaration

page of his insurance policy and deliver payment, within one week, to each plaintiff pursuant to the terms of the settlement agreement. Counsel also asked the court to award attorney's fees to him. On or about December 6, 2023, Respondent received a copy of counsel's motion for sanctions.

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

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

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

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

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

32. Respondent's statement to the court that the parties had agreed to settle each of the plaintiff's claims for 50,000 was false because State Farm had not authorized Respondent to settle the claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

settlement checks from State Farm, in violation of Rule 3.3(a) of the Illinois Rules of Professional Conduct (2010);

- e. knowingly disobeying an obligation under the rules of a tribunal, by conduct including failing to produce the declaration page of D.Y.'s insurance policy and failing to deliver settlement checks to the plaintiffs in violation of the court's January 9, 2024, March 6, 2024, and April 19, 2024 court orders, in violation of Rule 3.4(c) of the Illinois Rules of Professional Conduct (2010);
- f. in the course of representing a client, knowingly making a false statement of material fact or law to a third person, by conduct including knowingly making false statements to plaintiffs' counsel that Respondent was authorized to settle the plaintiffs' claims in case number 2020L142, and that Respondent had requested the declaration page and settlement checks from State Farm, in violation of Rule 4.1(a) of the Illinois Rules of Professional Conduct (2010); and
- g. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, falsely stating to the court and to plaintiffs' counsel that Respondent had been authorized by State Farm to settle the plaintiffs' claims in case number 2020L142, and that Respondent had requested settlement checks from State Farm, falsely stating to plaintiffs' counsel that he had requested the declaration page from State Farm, falsely stating to B.F. that the parties had agreed to a settlement and that he was waiting for settlement checks from State Farm, and falsely stating to State Farm that case number 2020L142 was still pending, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Lea S. Gutierrez, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Tammy L. Evans
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