

2020PR00045
BEFORE THE HEARING
BOARD OF THE
ILLINOIS ATTORNEY
REGISTRATION AND
DISCIPLINARY COMMISSION

In the Matter of:

SOON MO AHN,

Attorney-Respondent,

No. 6206480.

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Commission No.

2020PR00045

RESPONSE
TO
COMPLAINT

COMES NOW SOON MO AHN, Attorney-Respondent herein, and as and for his Answer to the Disciplinary Complaint, states the following:

COUNT I

(Dishonest conduct and refusal to withdraw after termination of representation)

1. In June of 2017, Respondent met with Anna Kim Han (“Anna”) through a referral. Anna, 67-years-old at the time and a retired nurse, was seeking a divorce from her husband, Matthew Han (“Matthew”), who Anna alleged was abusive. Anna and Matthew were both Korean immigrants who spoke limited English, and Anna primarily communicated with Respondent in Korean. At that meeting, Respondent agreed to represent Anna in seeking a dissolution of marriage from Matthew.

ANSWER: Admits.

2. At the time Anna contacted Respondent, she had been suffering from an undiagnosed mental disorder for more than a decade.

ANSWER: Respondent lacks sufficient information or knowledge either to admit or deny, but denies the allegation at this time.

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ARDC Clerk

3. Sometime prior to June 28, 2017, at Respondent's suggestion and with Anna's agreement, Respondent prepared a Durable Power of Attorney ("POA") for Anna, which appointed her daughters, Anna Lee and Hope Han, as co-attorneys-in-fact, and her youngest daughter, Rebecca Han ("Rebecca"), as attorney-in-fact in the event that the designated co-attorneys-in-fact fail or cease to act. Anna signed the POA on June 28, 2017.

ANSWER: Admits.

4. Article One of Anna's June 28, 2017 POA states, in part:

1.2. *Powers Related to Personal and Family Affairs.* I give my attorney in fact the following powers that may be necessary to provide for my medical care and for my personal and family affairs:

...

(b) To arrange for my hospitalization, convalescent home care, and to seek emergency as circumstances, in my attorney in fact's judgment, warrant.

...

(d) To employ and discharge physicians, dentist[sic], nurses, therapists and other professionals, as my attorney in fact believes is necessary or desirable for my physical, mental and/or emotional welfare; and to pay them reasonable compensation from my funds.

Article Two of the POA goes on to state:

2.2. *Ratification.* I ratify and confirm all that my attorney in fact does or causes to be done under the authority granted in this Durable Power of Attorney. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my attorney in fact shall bind me, my estate, my heirs, successors, and assigns.

ANSWER: Admits.

5. On July 6, 2017, Respondent filed on behalf of Anna a petition for dissolution of

marriage in the Circuit Court of Cook County. The Clerk of the Court docketed the matter as *In re the Marriage of Anna Han v. Matthew Han*, 17 D 5487.

ANSWER: Admits.

6. In August of 2017, Anna was involuntarily admitted into the psychiatric ward at Swedish Covenant Hospital in Chicago after Rebecca called 911. Anna had expressed homicidal ideations towards Matthew which caused Rebecca to become concerned for both her father's safety and the deterioration of her mother's mental state. Anna was shortly thereafter transferred from Swedish Covenant to Chicago Lakeshore Hospital for continued psychiatric treatment.

ANSWER: Respondent lacks sufficient knowledge or information either to admit or deny.

7. On September 21, 2017, Anna was discharged from Chicago Lakeshore Hospital and admitted into Niles Nursing Home & Rehabilitative Center ("Niles Nursing Home") for 24- hour care.

ANSWER: Respondent lacks sufficient knowledge or information either to admit or deny.

8. On October 1, 2017, Dr. Anne Gephart Moore, a clinical psychologist at Niles Nursing Home, conducted an evaluation and neuropsychological evaluation of Anna. Dr. Moore diagnosed Anna with "Vascular Dementia with Behavioral Disturbance" and concluded that Anna suffered from severely reduced memory and that she was:

[a]t risk and does not demonstrate the requisite neurocognitive abilities to independently, safely, and consistently manage medications, meals, and finances. Financial supervision/monitoring is warranted as is assistance with making medical decisions. These

individuals are often recommended for Assisted Living Environments or 24/7 caregiver support in their home.

ANSWER: Admits based on later acquired information. Further stating, Respondent was not provided with the written evaluation or the information until after November 13, 2017.

9. On October 9, 2017, Dr. Taras Didenko, a licensed physician specializing in psychiatry, performed an evaluation of Anna and subsequently issued a report on Cook County Probate Division Form CCP 0211 (“Dr. Didenko’s Report”), in which he determined that Anna suffered from schizophrenia that manifests in symptoms of psycho paranoia and hallucinations, and that she was totally incapacitated to make any decisions.

ANSWER: Admits based on later acquired information. Further stating, Respondent was not provided with the written report or the information until after November 13, 2017.

10. Sometime prior to November 2, 2017, after some discussion, Anna’s three daughters agreed that Rebecca, Anna’s youngest daughter, should assume the role of attorney-in- fact for their mother.

ANSWER: Respondent lacks sufficient information or knowledge either to admit or deny. Further stating, Respondent was not provided with information regarding the daughters’ agreement until after November 13, 2017.

11. On November 2, 2017, Anna’s daughters Anna Lee and Hope Han resigned as attorneys-in-fact for Anna.

ANSWER: Respondent lacks sufficient information or knowledge either to admit or deny. Further stating, Respondent learned of the fact after November 13, 2017.

12. On November 3, 2017, Rebecca formally accepted the office of successor attorney-in-fact for Anna.

ANSWER: Respondent lacks sufficient information or knowledge either to admit or

deny. Further stating, Respondent learned of the fact after November 13, 2017.

13. On November 7, 2017, Illinois attorney Howard Cohen (“Cohen”), on Rebecca’s behalf, sent a letter to Respondent. In that letter, Cohen notified Respondent that Rebecca was exercising her power as attorney-in-fact for Anna, and that she was terminating Respondent’s representation of Anna and requesting that he withdraw from case number 17 D 5487. In that letter, Cohen also informed Respondent of Anna’s mental condition and attached a copy of Dr. Didenko’s Report.

ANSWER: Admits based on later acquired information. Further stating, Respondent did not see the November 7 letter before November 13, 2017.

14. On November 8, 2017, Cohen filed a Motion to Substitute Counsel for Anna in case number 17 D 5487.

ANSWER: Admits based on later acquired information. Further stating, Respondent was not aware of the motion or saw the motion until after November 13, 2017.

15. Rather than withdraw, Respondent refused to recognize Rebecca as attorney-in-fact for her mother, and continued to hold himself out as Anna’s attorney until the court disqualified him on April 4, 2018. Respondent’s conduct during that time period is detailed in paragraphs 16 through 30, below.

ANSWER: Denies.

16. On November 13, 2017, Respondent traveled to Niles Nursing Home where Anna was residing and took Anna out of the nursing home using a “out-on-pass” policy he signed on November 9, 2017. Respondent did so despite having been advised by the nursing home staff during a previous attempt to take Anna out that it was inappropriate to take out a patient who was mentally unstable. On that same day, Respondent and Anna travelled to Devon Bank, located at 6445 N. Western Ave, Chicago, where Anna withdrew

\$2,000 in cash for herself and wrote a check to Respondent in the amount of \$3,500, purportedly for his legal fees. Respondent later deposited that check into his business account at Chase.

ANSWER: Admits that Respondent took Anna out on a pass. Denies that there was a previous attempt or a dispute in connection with taking her out. Denies that Respondent took her out against the nursing home staff's advise. Denies that the staff objected to taking or she discussed on Anna's mental condition. Denies any implication that Respondent took any part of the \$2,000 cash that Anna withdrew from the bank. Denies that accepting Anna's attorney fee check of \$3,500 at that time constituted a misconduct.

17. On or about December 7, 2017, Matthew's attorney, David Yavitz ("Yavitz"), caused on Matthew's behalf notices of discovery deposition to be issued to the agents of Devon Bank and Niles Nursing Home.

ANSWER: Admits.

18. On December 18, 2017, Respondent, purportedly on Anna's behalf, served upon Yavitz, as well as counsels for Devon Bank and Niles Nursing Home, his Motion to Object to the discovery depositions of Devon Bank and Niles Nursing Home.

ANSWER: Admits.

19. On December 20, 2017, Respondent filed an Answer to Cohen's November 8, 2017 Motion to Substitute Counsel. Respondent argued, *inter alia*, that Rebecca did not have authority under the POA, which Respondent drafted, to retain Cohen as Anna's attorney. Respondent also argued that Dr. Didenko's report was insufficient and should be disregarded despite the fact that no other medical professional had rendered a contrary opinion.

ANSWER: Admits that Respondent argued in the Answer that Rebecca did not have authority to fire/hire her mother's divorce attorney. Admits that Respondent argued on issues including Dr. Didenko's qualification as Anna's attending physician.

20. On December 22, 2017, Respondent caused a subpoena to be issued to Niles Nursing Home, purportedly on Anna's behalf, in which he sought Anna's medical records.

ANSWER: Admits.

21. On January 4, 2018, Respondent filed with the court a motion, purportedly on Anna's behalf, to disqualify Yavitz in matter number 17 D 5487. In that motion, Respondent alleged that Yavitz had violated the Illinois Rules of Professional Conduct by assisting Anna's husband Matthew in unjustly portraying Anna as a mentally disabled woman.

ANSWER: Admits that Respondent filed the motion. Admits that Respondent argued in the motion that Yavitz's violated Rules of Conduct by requiring in the discovery citation to produce document/information concerning Respondent and requiring them in a manner defamatory to Respondent based on his unsubstantiated fact or opinion.

22. On January 10, 2018, Cohen filed a reply to Respondent's December 20, 2017 Answer to Motion to Substitute Counsel.

ANSWER: Admits.

23. On January 19, 2018, Yavitz filed on behalf of Matthew a Motion for Rule 137 Sanctions and Other Relief against Respondent in matter number 17 D 5487.

ANSWER: Admits.

24. On January 31, 2018, Respondent filed a motion to dismiss Matthew's Rule 137 sanctions motion and asked the court to instead sanction Yavitz pursuant to Supreme Court Rule 137, as directed by Anna.

ANSWER: Admits that Respondent filed the response in accordance with Anna's instruction.

25. On February 16, 2018, Yavitz filed his response to Respondent's January 4, 2018 motion to disqualify.

ANSWER: Admits.

26. On March 19, 2018, Yavitz filed his response to Respondent's January 31, 2018 motion for Rule 137 sanctions.

ANSWER: Admits.

27. On April 4, 2018, the Honorable Naomi Schuster entered an order in case number 17 D 5487 and granted Cohen to enter his appearance on Anna's behalf. In that same order, Judge Schuster also ordered Respondent's appearance be withdrawn.

ANSWER: Admits.

28. On May 16, 2018, Cohen and Yavitz filed a joint stipulation to dismiss case 17 D 5487 once the court issues its ruling on Matthew's January 19, 2018 Rule 137 sanctions motion.

ANSWER: Respondent lacks sufficient knowledge or information either to admit or deny.

29. On June 18, 2018, Judge Schuster entered an order in case number 17 D 5487 denying Respondent's motion for sanctions against Yavitz, finding that Respondent's motion had no basis in law or fact. In that same order, Judge Schuster also granted Matthew's Rule 137 sanctions motion and entered judgment against Respondent in the amount of \$3,000.

ANSWER: Admits.

30. At no time after November 7, 2017, the date Rebecca discharged Respondent from Anna's representation, did Anna or any of her representatives authorize Respondent to perform any work on Anna's behalf.

ANSWER: Deny. Further stating, Anna confirmed and re-confirmed in late November and early December of 2017, that Respondent was not discharged as her divorce attorney.

31. As of the date this complaint was filed, Respondent has not paid the \$3,000 in sanctions in case number 17 D 5487.

ANSWER: Admits.

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

- a. failure to withdraw from employment when the lawyer is discharged by the client, by conduct including refusing to acknowledge the authority of Rebecca as attorney-in-fact and filing numerous pleadings after his discharge on November 7, 2017 until the court removed him on April 4, 2018, in violation of Rule 1.16(a)(4) of the Illinois Rules of Professional Conduct (2010);

ANSWER: Denies that Respondent was discharged by Anna. Denies that Rebecca had authority to discharge Respondent under Anna's POA. Denies that Respondent's filing of numerous pleadings violated Rule 1.16(a)(4).

- b. bringing or defending a proceeding without basis in law and fact for doing so that is frivolous, by conduct including continuing to file pleadings in Anna's divorce matter after he was discharged and bringing a motion for sanctions against Yavitz when he had no basis for doing so, in violation of Rule 3.1 of the Illinois Rules of Professional Conduct (2010);

ANSWER: Denies that Respondent filed frivolous pleadings. Denies that Respondent continued to file pleadings after he was discharged. Denies that Respondent violated Rule 3.1.

- c. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including taking Anna, who was mentally incapacitated and required 24-hour care, out of the

nursing home and to a bank so that he could receive his fees, when he knew Anna was incapacitated from Dr. Didenko's report, and when he knew he had been discharged by Anna's attorney-in-fact, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010); and

ANSWER: Denies that Respondent had known about or seen Dr. Didenko's written report when Respondent took Anna out. Denies that Respondent took Anna to the bank in order to get his attorney's fee paid. Denies that he was aware of Rebecca's termination at that time. Denies that Respondent violated Rule 8.4(c).

- d. conduct that is prejudicial to the administration of justice, by conduct including filing numerous pleadings after his discharge, purportedly on Anna's behalf, in case number 17 D 5487, including, but not limited to, filing a motions to disqualify and sanction Yavitz, causing Yavitz to defend against those claims, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies.

COUNT II

(Conflict of interest in the Broomfield estate matter)

33. In or about November of 2012, Respondent represented Kay Shin ("Shin"), f/k/a Kay Lee, in connection with Shin's acquisition of an ownership interest in a massage parlor located in St. Charles, Illinois. The massage parlor was owned and operated by Donald Broomfield ("Broomfield"), and Shin managed the daily operations of the massage parlor prior to her becoming an owner.

ANSWER: Admits that Respondent represented Kay Shin regarding her purchase of the business interest; Denies that Shin managed or operated the business prior to becoming an owner.

34. Shortly after the transaction described in paragraph 33, above, Broomfield, who was married, began a romantic relationship with Shin. Around that same time, Respondent also became friendly with both Broomfield and Shin and began seeing them socially.

ANSWER: Admits based on later acquired information concerning their romantic relationship. Denies the remaining allegations, Respondent having difficulty of understanding the exact time line of “around that same time” and the word, “socially.”

35. In June of 2013, Broomfield leased an apartment in St. Charles where he resided with Shin on weekdays. Shortly after moving into the apartment, Broomfield’s health began to deteriorate.

ANSWER: Admits based on later acquired information.

36. Sometime in March 2014, Respondent prepared on behalf of Broomfield a durable power of attorney and a will. Broomfield appointed Respondent as his attorney-in-fact in the power of attorney and nominated Respondent as the executor of his will.

ANSWER: Admits.

37. Broomfield executed both the durable power of attorney and the will on March 23, 2014.

ANSWER: Admits.

38. As Broomfield’s attorney, and by virtue of his representation of Broomfield in the drafting of his March 23, 2014 POA and will, Respondent stood in the position of a fiduciary to Broomfield.

ANSWER: Objection. It calls for the Respondent to make a legal conclusion.

39. As a result of his attorney-client relationship with Broomfield, Respondent was aware of confidential information regarding Broomfield and his estate.

ANSWER: Denies.

40. In February of 2015, Shin sold her interest in the massage parlor and became Broomfield’s full-time caregiver as Broomfield’s health continued to decline.

ANSWER: Admits.

41. On July 6, 2015, Broomfield signed a letter drafted by Respondent, in which Broomfield promised to purchase a house of Shin's choice within the price range of \$150,000 as an apparent gesture of gratitude towards Shin for her continued care of Broomfield.

ANSWER: Admits.

42. In September of 2015, Broomfield purchased a condominium located at 199 Camden Court in Schaumburg ("the Schaumburg condominium") for approximately \$140,000. Broomfield paid \$40,000 in down payment and financed the Schaumburg condominium with a \$100,000 mortgage loan from New Jersey Bank. Title to the Schaumburg condominium was conveyed in Broomfield's name only.

ANSWER: Admits.

43. On October 7, 2015, Respondent prepared a quitclaim deed on behalf of Broomfield. The quitclaim deed conveyed the Schaumburg condominium to Broomfield and Shin as joint tenants and was notarized by Respondent's fiancée, Jung Hee Park ("Jung Hee").

ANSWER: Denies.

44. On December 10, 2015, Respondent recorded the October 7, 2015 quitclaim deed, referenced in paragraph 43, above.

ANSWER: Denies.

45. Broomfield died in December of 2016.

ANSWER: Admits.

46. At the time of Broomfield's death, the mortgage on the Schaumburg condominium had not been paid off.

ANSWER: Admits.

47. Shortly after Broomfield's death, Respondent met with Shin to discuss the possibility of filing a claim against Broomfield's estate based on the July 6, 2015 letter, referenced in paragraph 41, above. Shortly after those discussions, Respondent agreed that he would represent Shin in a claim against Broomfield's estate in order to recover the remaining amount owed on the Schaumburg condominium mortgage.

ANSWER: Admits that Respondent had a meeting with Shin. Denies an implication that the meeting was arranged by Respondent. Admits that Respondent agreed to file a claim against Broomfield if it becomes necessary.

48. On December 22, 2016, Respondent sent a letter to Broomfield's son, Ian Broomfield ("Ian"), who, along with Broomfield's widow, was one of the representatives of the Broomfield estate. In that letter, Respondent identified himself as Broomfield's "Attorney in Fact in his living will and executor of his last will", and revealed to Ian his father's relationship with Shin. Respondent requested that he be included on the list of notice to creditors when the Broomfield estate is probated.

ANSWER: Admits.

49. On March 21, 2017, Respondent filed on behalf of Shin a "verified complaint for breach of promise" in the Circuit Court of Kane County against the Broomfield Estate. The complaint alleged that Broomfield had promised to purchase a house for Shin, and that his estate still owed Shin \$100,000 on the mortgage for the Schaumburg condominium. The Clerk of the Court docketed the matter as *Kay Shin v. Ian Broomfield*, 17 L 133.

ANSWER: Admits.

50. At no time prior to his filing of Shin's claim did Respondent disclose to the Broomfield estate his intent to represent Shin in her claim against the Broomfield estate; explain the significance or the consequences of that representation to the Broomfield estate

representatives; or seek the representatives' consent to represent Shin in her claim against the Broomfield estate.

ANSWER: Admits.

51. On May 9, 2017, Respondent filed on behalf a Shin a First Amended Complaint in matter number 17 L 133. Respondent amended the defendants to add as defendants Ian and Broomfield's widow, Julia Broomfield ("Julia"), as special representatives of the Broomfield estate. Respondent also amended the cause of action to a breach of contract claim and sought damages in excess of \$140,000 plus attorney's fees.

ANSWER: Admits.

52. On August 1, 2017, the Honorable Susan Boles, ruling on the defendant's motion to dismiss in case number 17 L 133, dismissed Shin's First Amended Complaint. Judge Boles found that the complaint was filed in the incorrect division of the Circuit Court, and that Shin had not pled any facts to support a cause of action against either defendant.

ANSWER: Admits to the extent that the court order speaks for itself..

53. On August 10, 2017, Respondent filed on behalf of Shin a motion for reconsideration in case number 17 L 133.

ANSWER: Admits.

54. On October 17, 2017, Respondent filed on behalf of Shin a motion to appoint special representative of the Broomfield estate in case number 17 L 133.

ANSWER: Admits.

55. On December 28, 2017, Respondent filed on behalf of Shin a Second Amended Complaint for breach of contract in case number 17 L 133.

ANSWER: Admits.

56. On January 31, 2018, counsel for defendant Julia filed a motion to disqualify and sanction Respondent as plaintiff's counsel in case number 17 L 133 based on Respondent's

prior representation of Broomfield in various legal matters over the course of several years. Julia's motion also sought sanctions against Respondent pursuant to Illinois Supreme Court Rule 137, alleging that Respondent had acted in bad faith by filing numerous pleadings against the Broomfield estate without disclosing his prior attorney-client relationship with the decedent.

ANSWER: Admits.

57. On April 17, 2018, the court entered an order granting the special representative's motion and disqualified Respondent in case number 17 L 133. In that same order, the court also entered Rule 137 sanctions against Respondent for attorneys' fees.

ANSWER: Admits.

58. On May 30, 2018, the court entered an order awarding attorneys' fees and costs in the amount of \$3,987.25 in favor of the special representative and against Respondent in case number 17 L 133.

ANSWER: Admits.

59. On June 1, 2018, Respondent filed for Chapter 7 bankruptcy in the U.S. Bankruptcy Court in the Northern District of Illinois (Eastern Division) and has not paid the sanction in case number 17 L 133 as of the date this complaint was filed.

ANSWER: Admits.

60. On July 5, 2018, the court dismissed matter number 17 L 133 for want of prosecution.

ANSWER: Admits.

61. Sometime on or prior to January 3, 2019, Respondent prepared a quitclaim deed for Shin (named as "Kay Lee" in the quitclaim deed) and conveyed the Schaumburg condominium to an individual named Eunice Park ("Eunice"). Eunice is the daughter of

Respondent's current fiancée (and also ex-wife), Jung Hee. Respondent signed for both Grantor and Grantee on the Grantor/Grantee Affidavit page in the quitclaim deed, and Jung Hee notarized the signatures.

ANSWER: Admits.

62. Respondent recorded the quitclaim deed, referenced in paragraph 61, above, on March 29, 2019.

ANSWER: Admits.

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

- a. engaging in a conflict of interest by representing a client where there is a significant risk that the representation of the client will be materially limited by a personal interest of the lawyer, by conduct including naming himself as both the attorney-in-fact in Broomfield's power of attorney and nominating himself as the executor of his will, in addition to drafting both documents, and drafting the July 6, 2015 "letter of promise" for Shin when he has represented both Broomfield and Shin in the past, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010);

ANSWER: Denies that Respondent engaged in a conduct which will materially limit Broomfield's interest; Denies that Respondent had his personal interest in representing Shin; Denies that Respondent's naming himself as Broomfield's agent in his will and POA. and drafting of the "letter of promise" violated Rule 1.7(a)(2).

- b. using information relating to the representation of a former client to the disadvantage of the former client, by conduct including filing a claim against the Broomfield estate and its special representatives on behalf of Kay Shin despite having represented Broomfield in various matters previously, including in estate-related matters, and quitclaiming the Schaumburg condominium to his fiancée's daughter after Broomfield's death, in violation of Rule 1.9(c) of the Illinois Rules of Professional Conduct (2010);

ANSWER: Denies that Respondent used Broomfield's information to Shin's advantage or in any way materially adverse to Broomfield's interests. Denies that any of the Respondent's prior representations of Broomfield was similar or substantially similar to Shin's case. Denies that preparation of a quitclaim deed between Shin and Eunice Park violated Rule 1.9(c).

- c. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including drafting and signing a quitclaim deed on behalf of both grantor and grantee and conveying the Schaumburg condominium to his fiancée's daughter, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010); and

ANSWER: Denies that Respondent signed a quitclaim deed on behalf of both grantor and grantee. Further clarifying, what Respondent signed on behalf of both the grantor and grantee was the grantor-grantee form attached to the quitclaim deed. Denies that signing a grantor-grantee form as both grantor's and grantee's agent/attorney is violative of any law or rule. Denies that such a conduct constitutes dishonesty, fraud, deceit or misrepresentation; Further denies that Respondent's actions as described in the complaint violated Rule 8.4(c).

- d. conduct that is prejudicial to the administration of justice, by conduct including filing numerous pleadings in case number 17 L 133 when he was not qualified to act as counsel, necessitating the special representatives to defend against those claims, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Admits that Respondent was unregistered during the first three months of 2018. Denies that he was not qualified to practice at any other times when he pursued the Kane County proceedings identified in the Complaint, Paragraphs #49 -55.

AFFIRMATIVE DEFENSES

As and for his affirmative defenses, Respondent states the following:

FIRST AFFIRMATIVE DEFENSE

64. All allegations in the Complaint predicated on Rebecca's termination of Respondent as Anna's attorney should be stricken, because the termination had no legal effect, because Anna's Durable POA did not grant Rebecca authority to fire/hire an attorney respecting matters other than Management of Anna's Property (POA Article One 1.1) or Anna's Medical Treatment (Article One 1.2). It has been held that "A written power of attorney must be strictly construed so as to reflect the "clear and obvious intent of the parties." *Crawford Savings & Loan Assn. v. Dvorak*, 40 Ill. App. 3d 288, 292 (1976); See also, 755 ILCS 45/ (Illinois Power of Attorney Act). Rebecca's termination of Respondent was without express authority bestowed on her under the POA. If Anna wanted to grant a power to hire/fire her divorce attorney, she would have specifically stated such in a proper category or document, not in the Medical POA section, not while discussing what's "*necessary or desirable for my physical, mental and/or emotional welfare*," and not by referring such attorneys as "other professionals." (POA, Article One, 1.2(d)). Furthermore, the termination was not Anna's 'clear intent,' i.e., only a few weeks subsequent to Rebecca's termination, Anna reconfirmed her employment of Respondent as her divorce attorney to complete the divorce action "to the end." There are also additional issues that should be considered, e.g., Illinois Power of Attorney Act defines that "Attending physician" means the physician who has primary responsibility at the time of reference for the treatment and care of the patient." 755 ILCS 45/4-4(a)) (from Ch. 110 1/2, par. 804-4); whether the termination was for Anna's benefit. 755 ILCS 45/2-7(a), etc..

SECOND AFFIRMATIVE DEFENSE

65. The Complaint of “Dishonest Conduct” should be dismissed because, despite the garden variety of factual allegations, these facts do not establish that Respondent committed a misconduct. See, *Winters v. Wangler*, 386 Ill. App. 3d 788, 792 (2008) (“So what? The facts the plaintiff has pleaded do not state a cause of action against me”). For instance, how is the fact that Anna’s withdrawal of \$2,000 cash from her bank tied to Respondent’s dishonesty? (Complaint, #16). The Complaint also alleges that Respondent signed a grantor-grantee form as agent for both the grantor and grantee (Complaint, #63). So what? They only succeeded in sending an unfair message about the Respondent. Probably because of such a concern, Illinois courts require fraud to be pled with specificity and particularity. See *Connick v. Suzuki Motor*, 174 Ill. 2d 482 (1996). In light of the fact that ‘Dishonesty’ and ‘Fraud’ are used interchangeably (See, e.g., 29 CFR §453.12), allegations under ‘Dishonesty’ should also be pled with specificity and particularity. The courts explained that particularity requirement “is designed to discourage a ‘sue first, ask questions later’ philosophy. See, eg., *Pirelli Armstrong Tire Corp. Retiree Med. Benefits Trust v. Walgreen Co.*, 631 F.3d 436, 441 (7th Cir. 2011). Particularity “compels the plaintiff to provide enough detail to enable the defendant to riposte swiftly and effectively if the claim is groundless. It also forces the plaintiff to conduct a careful pretrial investigation and thus operates as a screen against spurious fraud claims.” *Fid. Nat. Title Ins. Co. of New York v. Intercounty Nat. Title Ins. Co.*, 412 F.3d 745, 749 (7th Cir. 2005).

THIRD AFFIRMATIVE DEFENSE

66. Complaint under Conflict of Interest should also be dismissed for the same reasoning as argued in the Second Affirmative Defense - multitude of factual allegations but no logical result therefrom applied to the law, e.g., while alleging that Respondent prepared and recorded quitclaim deed from Shin to Park, the Complaint does not provide a clue as to why the conduct constitute a conflict of interest. Furthermore, facts that may be pivotal to establish a conflict of interest are either incorrect, e.g., Respondent prepared and recorded quitclaim deed conveying the condominium from Broomfield to Broomfield and Shin as joint tenants (Complaint, #43, 44), or was disregarded, e.g., Broomfield's will and POA were revoked by Broomfield's wife immediately after they were executed. It has been held that, 'to be factually sufficient, a complaint must allege facts, not conclusions, that support a legally recognized cause of action.' *People ex rel. Fahner v. Carriage Way West, Inc.*, 88 Ill 2d 300, 308 (1981).

Respectfully submitted,

/s/ *Soon Mo Ahn*

Soon Mo Ahn, Respondent

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