

IN THE SUPREME COURT OF ILLINOIS

In the Matter of:)	
)	
JAMES MARK McTIGHE,)	Supreme Court No. M.R.
)	
Movant,)	Commission No. 2021PR00035
)	
No. 6207293.)	

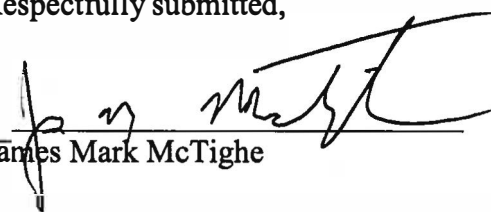
MOTION PURSUANT TO SUPREME COURT RULE 762(a)

Movant, James Mark McTighe, respectfully represents to the Court that:

1. Movant was licensed to practice law in Illinois on November 7, 1991.
2. Movant desires to have his name stricken from the Roll of Attorneys pursuant to Rule 762(a), effective immediately.
3. Filed contemporaneously with this motion are a statement of charges prepared by the Administrator and Movant's affidavit in support of this motion.

WHEREFORE, Movant respectfully requests that the Court enter an order striking his name from the Roll of Attorneys.

Respectfully submitted,



James Mark McTighe

James Mark McTighe
 Movant
 P.O. Box 137845
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 Telephone: (708) 724-2512
 Email: jmctighe1965@yahoo.com

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June 1, 2021

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STATEMENT OF CHARGES PURSUANT TO
SUPREME COURT RULE 762(a)

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission (“ARDC”), by his attorney Albert S. Krawczyk, pursuant to Supreme Court Rule 762(a), states that on the date James Mark McTighe (“Movant”) filed a motion requesting that his name be stricken from the Roll of Attorneys authorized to practice law in Illinois, the Administrator was investigating allegations that Movant converted over \$29,000 in client funds to his own use and engaged in dishonesty and other misconduct in connection with a number of insurance subrogation matters. Had Movant’s conduct been the subject of a hearing, the Administrator would have introduced the evidence described below, and that evidence would have clearly and convincingly established the misconduct indicated below:

I. FACTUAL BACKGROUND

Movant’s admissions, court records, testimony from witnesses, and records from Movant’s client funds account would have established the following:

1. In or before 2008, Movant was a sole practitioner doing business as the Law Office of James M. McTighe in the south suburbs of Chicago, and over the years, he handled hundreds of insurance subrogation and other legal matters. He maintained a client funds account at JP Morgan Chase Bank, N.A.

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2. In or about August 2015, without turning over certain funds due to clients and without completing a number of client matters, Movant closed his office, stopped practicing law and thereafter moved to Florida.

A. *Nationwide Insurance Subrogation Matters*

3. Beginning in 2008, Movant and Nationwide Insurance agreed that Movant would represent Nationwide Insurance in subrogation lawsuits filed in Illinois to recover property damage payments and policyholder deductibles from uninsured and insured third parties. In each matter, Movant received a payment of \$300 from Nationwide Insurance as an advance for court costs to file suit, and Movant and Nationwide Insurance agreed that Movant would receive one-third of any recovery as attorney's fees. From time to time, Movant provided status updates to Nationwide Insurance.

1. *Misuse of Settlement Funds*

4. Between November 2011 and July 2012, Movant settled five separate claims or lawsuits filed on behalf of Nationwide Insurance in Cook, Rock Island, Winnebago, and Kendall counties and deposited the proceeds of the settlements, totaling \$22,536.08, into his client funds account. After payment of attorney's fees (and without regard to any costs incurred), Nationwide Insurance had an interest in \$15,024.05 of the funds deposited into Movant's client funds account. By July 6, 2015, without paying any of the funds to Nationwide Insurance, Movant made various disbursements from his client funds account for his own business and personal purposes unrelated to Nationwide Insurance, causing the balance in the account to fall to \$19.23. As a result, by July 6, 2015, Movant had used \$15,004.82 of the funds to which Nationwide Insurance had an interest, without authority. Movant's use of those funds constitutes a conversion and failure to safeguard those funds.

5. Despite the receipt and deposit of settlement funds in connection with the cases described in paragraph four, above, Movant, at various times between July 2012 and February 2015, falsely advised Nationwide Insurance that he had not been paid, that court proceedings remained pending, that trial dates were set and continued and/or that he had filed motions and citation proceedings to compel payment.

2. Neglect and Misrepresentations

6. Between August 2008 and December 2010, Movant agreed to pursue at least 12 claims on behalf of Nationwide Insurance in Cook, DuPage, Kendall, Lake, Tazwell, Will and Winnebago counties. At no time did Movant file a suit in the matters or refund any payments he received for costs to Nationwide Insurance. At various times from 2008 to 2015, Movant falsely advised Nationwide Insurance that court proceedings were pending, cases were set for trial or arbitration, trials were completed and/or post trial proceedings had been initiated.

7. Between February 2008 and August 2010, Movant filed at least 12 separate lawsuits on behalf of Nationwide Insurance in Cook, DuPage, Lake, McHenry and Rock Island counties. By October 2013, after Movant had failed to appear in court on one or more court dates and/or after prolonged inactivity, each of the cases was dismissed for want of prosecution, voluntarily dismissed, non-suited or stricken from the call. At no time did Movant advise Nationwide Insurance of the dismissals. At various times from 2008 to 2015, Movant falsely advised Nationwide Insurance that court proceedings were pending, cases were set for trial or arbitration, trials were completed and/or post trial proceedings had been initiated.

B. CCMSI Subrogation Matters

8. Beginning in or before 2010, Movant and Cannon Cochran Management Services, Inc. ("CCMSI"), as a third-party administrator that processed insurance claims for the Illinois

Municipal League Risk Management Association (“IMLRMA”), agreed that Respondent would represent IMLRMA in a number of subrogation matters in which IMLRMA assumed the right to collect a debt or damages due to the municipalities it insured in Illinois after IMLRMA had paid out certain claims. Movant and CCMSI agreed that Respondent would be paid a total fee equal to thirty-three percent of the gross amount up to \$60,000, plus costs, and twenty-five percent of any amount over \$60,000, that Movant recovered on behalf of IMLRMA.

1. Misuse of Settlement Funds

9. In March 2012, Movant settled a lawsuit that he filed on behalf of IMLRMA and the City of Morrison in Whiteside County, and deposited the proceeds of the settlement, totaling \$22,000, into his client funds account. After payment of attorney’s fees (and without regard to any costs incurred), IMLRMA had an interest in \$14,740 of the funds deposited into Movant’s client funds account. Movant did not advise CCMSI or IMLRMA that he had received the settlement funds. By July 6, 2015, without paying any of the funds to CCMSI or IMLRMA, Movant made various disbursements from his client funds account for his own business and personal purposes unrelated to CCMSI or IMLRMA, causing the balance in the account to fall to \$19.23. As a result, by July 6, 2015, Movant had used \$14,720.77 of the funds which IMLRMA had an interest, without authority. Movant's use of those funds constitutes a conversion and failure to safeguard those funds. On August 11, 2015, despite the settlement of the case, Movant falsely advised CCMSI by email that the trial in the case was reset from a date in June to September 16, 2015, because he was trying to get payment out of the defendant.

2. Neglect and Misrepresentations

10. Between November 2010 and March 2012, Movant filed four separate lawsuits on behalf of IMLRMA and municipalities in Kendall, Hamilton, Madison, and Whiteside counties.

By August 2015, after Movant had failed to appear in court on one or more court dates and/or after prolonged inactivity, each of the cases was dismissed for want of prosecution. At no time did Movant advise CCMSI or IMLRMA of the dismissals.

11. In emails between January and September 2015, in connection with a case involving the Village of Vernon Hills, Movant falsely advised CCMSI that there was an agreed settlement, he was awaiting payment and he was taking court action to enforce the settlement. In an email in September 2015, in connection with a lawsuit involving the Village of Oswego, Movant falsely advised CCMSI that the defendant had been granted an extension to respond to motions that were set for hearing in October.

II. CONCLUSIONS OF MISCONDUCT

12. As a result of the conduct described above, Movant has engaged in the following misconduct:

- a. failure to act with reasonable diligence and promptness in representing his clients, by conduct including failing to file suits on behalf of Nationwide Insurance and allowing suits filed on behalf of Nationwide Insurance and IMLRMA to be dismissed, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep his clients informed about the status of matters, by conduct including failing to advise Nationwide Insurance and CCMSI on behalf of IMLRMA of the dismissals of their cases, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to maintain and appropriately safeguard funds belonging to a client or a third person, and to hold the funds separate from the lawyer's own property, by conduct including converting for his own personal or business purposes settlement funds received on behalf of Nationwide Insurance and IMLRMA, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including Movant's knowing conversion to his own personal or business use settlement funds received on behalf of Nationwide Insurance and IMLRMA, and by misrepresenting the status of legal matters to Nationwide Insurance and CCMSI on behalf of IMLRMA, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/Albert S. Krawczyk
Albert S. Krawczyk

Albert S. Krawczyk
Counsel for the Administrator
One Prudential Plaza
130 East Randolph Drive, Suite 1500
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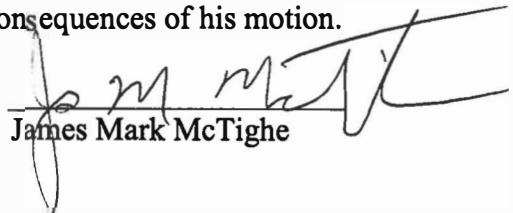
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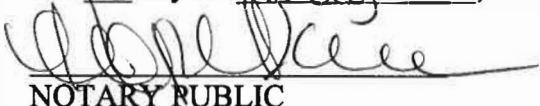
AFFIDAVIT

Affiant, James Mark McTighe, being first duly sworn, states:

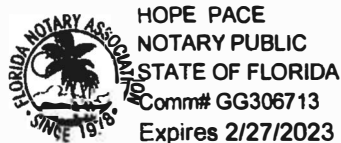
1. Affiant has filed with this Court a motion to strike his name from the Roll of Attorneys licensed to practice law in Illinois, pursuant to Rule 762(a).
2. Affiant has received and reviewed a copy of the Administrator's statement of the charges that were pending against Affiant as of the filing of the instant motion. If the matter proceeded to a hearing, the Administrator would present the evidence described in the statement of charges, and that evidence would clearly and convincingly establish the facts and conclusion of misconduct set forth in the statement of charges.
3. Affiant's motion is freely and voluntarily made.
4. Affiant understands the nature and consequences of his motion.


James Mark McTighe

Subscribed and sworn to before me, this 30 day of May, 2021


NOTARY PUBLIC

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PROOF OF SERVICE

The undersigned, an attorney, hereby certifies, pursuant to Illinois Code of Civil Procedure, 735-ILCS-5/109, that the Administrator served a copy of the Notice of Filing and the Motion Pursuant To Supreme Court Rule 762(a), Statement of Charges Pursuant to Supreme Court Rule 762(a), Affidavit and Notice of Filing, on the individual on the forgoing Notice of Filing, sent via e-mail at jmctighe1965@yahoo.com on June 1, 2021, 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.

By: /s/ Albert S. Krawczyk
Albert S. Krawczyk

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