

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

In the Matter of: )  
 )  
 KEVIN P. MCCARTY, ) Commission No. 2022PR00020  
 )  
 Attorney-Respondent, )  
 )  
 No. 6244663. )

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, David B. Collins, pursuant to Supreme Court Rule 753(b), complains of Respondent, Kevin P. McCarty, who was licensed to practice law on May 7, 1998, and alleges that Respondent has engaged in the following conduct, which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

ALLEGATIONS COMMON TO ALL COUNTS

1. Beginning in 1999, Respondent was of counsel to The Law Firm of Barry Neal Lowe (“Law Firm”).
2. Mr. Lowe died in 2006. Respondent purchased the Law Firm from Mr. Lowe’s estate. Respondent also leased the Law Firm’s name for a period of 15 years.
3. At all times related to the allegations in this complaint, Respondent was the sole owner, and the only attorney at, the Law Firm.

COUNT I

*(Lack of diligence, failure to communicate and failure to refund an unearned fee – Zak Skoulikaris)*

4. On May 2, 2018, Zaharias “Zak” Skoulikaris (“Skoulikaris”) signed a written fee agreement with the Law Firm. The fee agreement provided that the Law Firm would charge

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Skoulikaris a flat fee of \$1,143 to represent him in a petition for dissolution of marriage matter. That same day, Skoulikaris' father, Demetrius Skoulikaris, paid the Law Firm the \$1,143 fee on Zak Skoulikaris' behalf.

5. On May 2, 2018, an employee of the Law Firm gave documents to Skoulikaris to complete and return to the Law Firm so that Respondent could prepare a petition for dissolution of marriage. Later that month Skoulikaris returned the completed documents to the Law Firm. In or about April of 2019, Skoulikaris was advised that Respondent or one of the Law Firm's employees had lost or misplaced the completed documents. In April of 2019, Skoulikaris provided the Law Firm with a copy of the completed documents.

6. Between April of 2019 and December of 2019, Skoulikaris telephoned the Law Firm on multiple occasions but never reached Respondent or any employee of the Law Firm. Skoulikaris left voicemails, but neither Respondent, nor any employee of the Law Firm, returned his calls.

7. At no time did Respondent file a petition for dissolution of marriage on behalf of Skoulikaris. Since Respondent never filed a petition for dissolution of marriage on behalf of Skoulikaris, Respondent did not perform work to justify retention of the \$1,143 fee. The Law Firm did not refund the \$1,143 fee that was paid to have the Law Firm represent him in his dissolution of marriage matter.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Skoulikaris, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Skoulikaris apprised of the progress of his dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to respond to Skoulikaris' voicemail messages left between April 2019 and December 2019 requesting information about the status of his dissolution of marriage matter, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to refund an unearned fee, by conduct including failing to refund the \$1,143 fee paid to the Law Firm on Skoulikaris' behalf to represent him in his dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

#### COUNT II

*(Lack of diligence, failure to communicate, and failure to refund an unearned fee – Adolphina Goodwin-Thompson)*

9. On or about July 12, 2019, Adolphina Goodwin-Thompson ("Goodwin-Thompson") signed a written fee agreement with the Law Firm. The fee agreement provided that the Law Firm would charge Goodwin-Thompson a flat fee of \$1,020 to represent her in a petition for dissolution of marriage matter. Goodwin-Thompson paid the Law Firm the \$1,020 fee on July 12, 2019. On July 12, 2019, Goodwin-Thompson also left documents at the Law Firm that she had completed for Respondent to use in preparing her petition for dissolution of marriage. Respondent told Goodwin-Thompson that it would take a few weeks for a petition for dissolution of marriage to be completed.

10. On July 25, 2019 and August 6, 2019, Goodwin-Thompson telephoned and emailed Respondent to see if the petition for dissolution of marriage was ready for her signature. On August 8, 2019, Goodwin-Thompson received an email from the Law Firm advising her that the petition for dissolution of marriage was ready to sign.

11. Within a few days after receiving the August 8, 2019 email, Goodwin-Thompson signed her petition for dissolution of marriage at the Law Firm. On September 16, 2019 and on September 19, 2019, Goodwin-Thompson called and emailed the Law Firm seeking an update on her case. Neither Respondent nor any employee of the Law Firm responded to Thompson-Goodwin's calls or emails. On September 20, 2019, Goodwin-Thompson visited the Law Firm and met with Respondent. At that meeting, Respondent informed Goodwin-Thompson that he had not filed her petition for dissolution of marriage because of office staffing issues, but that he would file it in the next few weeks.

12. On October 5, 2019, Goodwin-Thompson contacted Respondent to request an amendment to her petition for dissolution of marriage. Soon after her request, Respondent drafted the amended petition for dissolution of marriage, and Goodwin-Thompson signed it at the Law Firm. On October 23, 29, and 30, 2019, Goodwin-Thompson emailed Respondent seeking an update on her case. Neither Respondent nor any employee of the Law Firm responded to those emails. On October 31, 2019, Goodwin-Thompson visited the Law Firm. A Law Firm employee informed Goodwin-Thompson that her petition for dissolution of marriage had not been filed.

13. On December 2, 2019, Goodwin-Thompson emailed Respondent, expressing her dissatisfaction with Respondent's representation and requesting a refund of her fee within seven days. Neither Respondent nor any employee at the Law Firm responded to Goodwin-Thompson's December 2, 2019 email. On December 6, 2019, Goodwin-Thompson sent Respondent a letter via certified mail expressing her dissatisfaction with Respondent's representation and requesting a refund of her fee. A Law Firm employee signed a receipt, acknowledging that Goodwin-Thompson's letter had been received on December 11, 2019.

14. At no time did Respondent file a petition for dissolution of marriage on behalf of Goodwin-Thompson. Since he never filed a petition for dissolution of marriage on behalf of Goodwin-Thompson, Respondent did not perform work to justify retention of the \$1,020 fee. The Law Firm did not refund the \$1,020 fee that was paid to have the Law Firm represent her in her dissolution of marriage matter

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Goodwin-Thompson, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Goodwin-Thompson apprised of the progress of her dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to respond to Goodwin-Thompson's emails and telephone calls made or sent between July 25, 2019 and December 6, 2019 requesting information about the status of her dissolution of marriage matter, in violation of Rules 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to refund an unearned fee, by conduct including failing to refund the \$1,020 fee paid to Respondent by Goodwin-Thompson to represent her in her dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

### COUNT III

*(Lack of diligence, failure to communicate, and failure to refund an unearned fee – Danyeil Simmons-Oats)*

16. On or about July 22, 2019, Respondent and Danyeil Simmons-Oats ("Simmons-Oats") agreed that the Law Firm would represent Simmons-Oats in her dissolution of marriage

matter for a flat fee of \$1,015. On July 22, 2019, Simmons-Oats paid Respondent a \$250 deposit to begin work on the petition for dissolution of marriage.

17. On August 26, 2019, Simmons-Oats signed the petition for dissolution of marriage and paid the remaining \$765 fee to the Law Firm.

18. On August 26, 2019, Respondent or a Law Firm employee, advised Simmons-Oats that her petition for dissolution of marriage would be filed within two weeks and that her husband would be served approximately two weeks after filing. When Simmons-Oats did not receive any information regarding the status of her case for over a month, she made phone calls to Respondent inquiring about the status of her case. She left several messages before receiving a return call from Respondent and was told that his office manager had quit, and they were a little behind.

19. In November and December 2019, Simmons-Oats left multiple voicemails with the Law Firm requesting information on her case. Respondent responded to one of the voicemails and told Simmons-Oats that cases were running behind because of staffing issues. On December 19, 2019, Simmons-Oats emailed Respondent expressing her dissatisfaction with the Law Firm's representation and requesting a refund of her fee.

20. At no time did Respondent file the dissolution of marriage action on behalf of Simmons-Oats. Since he never filed a petition for dissolution of marriage on behalf of Simmons-Oats, Respondent did not perform work to justify retention of the \$1,015 fee. The Law Firm has not refunded the \$1,015 fee paid to it by Simmons-Oats for representing her in her dissolution of marriage matter.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a

dissolution of marriage action on behalf of Simmons-Oats, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Simmons-Oats apprised of the progress of her dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. failure to refund an unearned fee, by conduct including failing to refund the \$1,015 fee paid to Respondent by Simmons-Oats to represent her in her dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

#### COUNT IV

*(Lack of diligence, failure to communicate, and failure to refund an unearned fee – Ricardo Gonzalez)*

22. On or about July 15, 2019, Ricardo Gonzalez ("Gonzalez") signed a written fee agreement with the Law Firm. The fee agreement provided that the Law Firm would charge Gonzalez a flat fee of \$1,097 to represent him in a petition for dissolution of marriage matter. That same day, Gonzalez paid the Law Firm the \$1,097 fee.

23. On or about July 15, 2019, an employee of the Law Firm gave documents to Gonzalez to complete and return so that Respondent could prepare the petition for dissolution of marriage. In August of 2019, Gonzalez returned the completed documents to the Law Firm. Respondent told Gonzalez that the dissolution of marriage should be completed, and Gonzalez would be divorced by the middle of November 2019.

24. Between October 2019 and June 15, 2020, Gonzalez left approximately 15 voicemails with the Law Firm, requesting information on his case. Neither Respondent nor any employee of the Law Firm responded to any of Gonzalez's voicemails. Gonzalez also visited the Law Firm four times. Neither Respondent nor any employee of the Law Firm met with Gonzalez on any of the four occasions that Gonzalez visited the Law Firm.

25. At no time did the Law Firm file a dissolution of marriage matter on behalf of Gonzalez. Since he never filed a petition for dissolution of marriage on behalf of Gonzalez, Respondent did not perform work to justify retention of the \$1,097 fee. The Law Firm did not refund the \$1,097 fee paid to him by Gonzalez to represent him in his uncontested dissolution of marriage matter.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Gonzalez, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Gonzalez apprised of the progress of his dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to respond to Gonzalez's approximately 15 telephone calls and four office visits made between October, 2019 and June 15, 2020, requesting information about the status of his dissolution of marriage matter, in violation of Rules 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to refund an unearned fee, by conduct including failing to refund the \$1,097 paid to Respondent by Gonzalez to represent him in his dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).



COUNT V

*(Lack of diligence, failure to communicate, and failure to refund an unearned fee – Mark W. Johnsen)*

27. On or about February 22, 2019, Mark W. Johnsen (“Johnsen”) signed a written fee agreement with the Law Firm. The fee agreement provided that the Law Firm would charge Johnsen a flat fee of \$1,097 to represent him in a petition for dissolution of marriage matter. That same day, Johnsen paid the Law Firm \$500 toward the fee.

28. On February 22, 2019, an employee of the Law Firm gave Johnsen documents to complete and return so that Respondent could prepare the petition for dissolution of marriage. On April 25, 2019, Johnsen delivered the completed documents and the remaining \$597 of the fee to Respondent’s office. A Law Firm employee advised Johnsen that it would be eight to twelve weeks before the court would conduct a hearing in his matter.

29. After waiting for approximately 12 weeks from April 25, 2019, Johnsen began calling the Law Firm and leaving messages requesting the status of his case. Johnsen continued making telephone calls and leaving voicemail messages at the Law Firm until January of 2020. Neither Respondent nor any employee at the Law Firm returned Johnsen’s telephone calls.

30. Johnsen also went to the Law Firm during the late-July 2019 - January 2020 time frame to ascertain the status of his case. Neither Respondent nor any Law-Firm employee met with Johnsen during these visits.

31. On January 23, 2020, Johnsen spoke with Respondent at the Law Firm and told him that he was unhappy with the delay in filing the petition for dissolution of marriage. At that meeting, Johnsen requested his file and a refund of his fee. Respondent told Johnsen that he needed 24 hours to process the refund.

32. On January 28, 2020, Johnsen returned to the Law Firm to retrieve his file and refund. Respondent gave Johnsen his file and told him that he needed an additional 24 hours to prepare the refund.

33. At no time did the Law Firm file the petition for dissolution of marriage on behalf of Johnsen. Since a petition for dissolution of marriage was never filed on Johnsen's behalf, Respondent did not perform work to justify retention of the \$1,097 fee. The Law Firm did not refund the \$1,097 fee paid to him by Johnsen to represent him in his dissolution of marriage matter.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Johnsen, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Johnsen apprised of the progress of his dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to respond to Johnsen's telephone calls made between late July 2019 and January 2020, requesting information about the status of his dissolution of marriage matter, in violation of Rules 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to refund an unearned fee, by conduct including failing to refund the \$1,097 paid to Respondent by Johnsen to represent him in his dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT VI

*(Lack of diligence and failure to refund an unearned fee – Samantha Elliott)*

35. On or about October 30, 2018, Samantha Elliott (“Elliott”) signed a written fee agreement with the Law Firm. The fee agreement provided that the Law Firm would charge Elliott a flat fee of \$1,097 to represent her in a petition for dissolution of marriage matter. That same day, Elliott paid the Law Firm \$250 of the fee. On November 11, 2018, Elliott paid the Law Firm an additional \$300 towards the fee.

36. On November 15, 2018, an employee of the Law Firm provided Elliott with a petition for dissolution of marriage for signature by her and her spouse. On December 12, 2018, Elliott returned the signed petition for dissolution of marriage to the Law Firm. On January 7, 2019, Elliott paid the Law Firm an additional \$347 toward the upon fee. On March 18, 2019, Elliott paid the Law Firm the remaining \$200 balance of the fee. After Elliott made the final payment, Respondent told Elliott that the dissolution of marriage proceeding should be completed in approximately eight weeks.

37. At no time did the Law Firm file a petition dissolution of marriage on behalf of Elliott. Since a petition for dissolution of marriage was never filed on Elliott’s behalf, Respondent did not perform work to justify retention of the \$1,097 fee. The Law Firm did not refund the \$1,097 fee paid by Elliott to represent her in her dissolution of marriage matter.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Elliott, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); and
- b. failure to refund an unearned fee, by conduct including failing to refund the \$1,097 fee paid to the Law Firm by

Elliott to represent her in her uncontested dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT VII

*(Lack of diligence, failure to communicate, and failure to refund an unearned fee – Hugo Bobadilla)*

39. On April 1, 2019, Ricardo Bobadilla (“Bobadilla”) signed a written fee agreement with the Law Firm. The fee agreement provided that the Law Firm would charge Bobadilla a flat fee of \$1,162 to represent him in a petition for dissolution of marriage matter.

40. On April 1, 2019, an employee of the Law Firm gave documents to Bobadilla to complete and return so that Respondent could prepare the petition for dissolution of marriage.

41. On April 18, 2019, Bobadilla paid the Law Firm \$947 towards the fee. On June 11, 2019, Bobadilla paid the Law Firm an additional \$215.

42. On September 20, 2019, Bobadilla returned the completed documents to the Law Firm. At that time, Respondent advised Bobadilla that he would be filing the paperwork shortly.

43. Bobadilla was advised by the Law Firm that his wife refused to cooperate in regard to receiving the petition and summons, and that it needed an additional \$250 to have his wife personally served. Bobadilla paid the \$250, for a total fee of \$1,412 paid to the Law Firm.

44. Between September 20, 2019 and February 2020, Bobadilla left numerous voicemails with the Law Firm, requesting information on his case. Neither Respondent nor any employee of the Law Firm returned his calls.

45. At no time did the Law Firm file a dissolution of marriage matter on Bobadilla’s behalf. Since a petition for dissolution of marriage was never filed on Bobadilla’s behalf, Respondent did not perform work to justify retention of the \$1,412 fee. The Law Firm did not refund the \$1,412 fee paid by Bobadilla to represent him in his dissolution of marriage matter.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Bobadilla, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Bobadilla apprised of the progress of his dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to respond to Bobadilla's numerous telephone calls between September 2019 and February 2020, requesting information about the status of his dissolution of marriage matter, in violation of Rules 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to refund an unearned fee, by conduct including failing to refund the \$1,412 paid to Respondent by Bobadilla to represent him in his dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

#### COUNT VIII

*(Lack of diligence, failure to communicate, and failure to refund an unearned fee – Rosie Stewart)*

47. On June 25, 2019, Rosie Stewart ("Stewart") signed a written fee agreement with the Law Firm. The fee agreement provided that the Law Firm would charge Stewart a flat fee of \$1,200 to represent her in a petition for dissolution of marriage matter. Stewart paid the flat fee amount to the Law Firm that day.

48. On June 25, 2019, an employee of the Law Firm gave Stewart documents to complete for Respondent to use in preparing the petition for dissolution. Shortly thereafter, Stewart returned the completed paperwork to the Law Firm.

49. Between July 2019 and November 2019, Stewart left numerous voicemails with the Law Firm, requesting information on her case. Neither Respondent nor any employee of the Law Firm returned the voicemails.

50. After not receiving any response to the many voicemail messages she left at the Law Firm, Stewart went to the Law Firm in November of 2019. Stewart spoke with Respondent. Stewart requested a refund of the fee she paid. Respondent advised Stewart that he would be going to court shortly on her matter.

51. Between November 2019 and February 2020, Stewart left numerous voicemails with the Law Firm, requesting information regarding the status of her case. At no time did Respondent or any employee of the Law Firm respond to Stewart's voicemails.

52. At no time did the Law Firm file a dissolution of marriage matter on behalf of Stewart. Since a petition for dissolution of marriage was never filed on Stewart's behalf, Respondent did not perform work to justify retention of the \$1,200 fee. The Law Firm did not refund the \$1,200 fee paid by Stewart to represent her in her dissolution of marriage matter.

53. Sometime in early 2020, Stewart retained a new attorney to represent her in her dissolution of marriage proceeding and paid a fee of approximately \$3,000.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Stewart, in

violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Stewart apprised of the progress of her dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to respond to Stewart's telephone calls made between July 2019 and February 2020, requesting information about the status of her dissolution of marriage matter, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to refund an unearned fee, by conduct including failing to refund the \$1,200 paid to the Law Firm by Stewart to represent her in her dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

#### COUNT IX

*(Lack of diligence, failure to communicate, and failure to refund an unearned fee – Brenda Williams-Hawkins)*

55. In March of 2020, the Law Firm and Brenda Williams-Hawkins (“Williams-Hawkins”) verbally agreed that the Law Firm would represent Williams-Hawkins in a dissolution of marriage matter. They agreed upon a flat fee of \$1,500 if Williams-Hawkins’ husband did not need to be served with the petition and summons, and \$1,885 if Williams-Hawkins’ husband did need to be served with the petition and summons. An employee of the Law Firm gave Williams-Hawkins documents to complete and return so Respondent could prepare the petition for dissolution.

56. On May 22, 2020, Williams-Hawkins returned the completed documents to the Law Firm. Between May 22, 2020 and November 2020, Williams-Hawkins made payments to the Law Firm totaling \$1,885.

57. Between May 22, 2020 and October 15, 2020, Williams-Hawkins left numerous voicemails with the Law Firm requesting information on her case. Neither Respondent nor any employee of the Law Firm returned her voicemails.

58. On October 16, 2020, Respondent advised Williams-Hawkins that he would be going to court shortly.

59. At no time thereafter did Respondent file a dissolution of marriage matter on behalf of Williams-Hawkins.

60. On November 19, 2020, Williams-Hawkins discharged the Law Firm as her attorney and twice requested that it reimburse her in the amount of \$1,885.

61. On December 5, 2020, Williams-Hawkins again requested that the Law Firm reimburse her in the amount of \$1,885.

62. At no time did the Law Firm refund the \$1,885 fee paid by Williams-Hawkins to represent her in her dissolution of marriage matter.

63. Since Respondent never filed a petition for dissolution of marriage on behalf of Williams-Hawkins, Respondent did not perform work to justify retention of the \$1,885 fee.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a dissolution of marriage action on behalf of Williams-Hawkins, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);



- b. failure to keep the client reasonably informed about the status of a matter, by conduct including Respondent's failure to keep Williams-Hawkins apprised of the progress of her dissolution of marriage matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to respond to Williams-Hawkins' numerous voicemails made between May 22, 2020 and October 15, 2020, requesting information about the status of her dissolution of marriage matter, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to refund an unearned fee, by conduct including failing to refund the \$1,885 paid to Respondent by Williams-Hawkins to represent her in her dissolution of marriage matter, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

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

Respectfully Submitted,  
Jerome Larkin, Administrator  
Attorney Registration and  
Disciplinary Commission

By: /s/ David B. Collins  
David B. Collins

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