

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

In the Matter of:

GREGORY OLTMAN,  
  
Attorney-Respondent,  
  
No. 6192224.

Commission No. 2023PR00058

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Evette L. Ocasio, pursuant to Supreme Court Rule 753(b), complains of Respondent, Gregory Oltman, who was licensed to practice law in Illinois on May 8, 1986, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

BACKGROUND INFORMATION

1. At all times related to this complaint, Respondent was a sole practitioner at the firm known as Oltman Law Group, P.C., a law firm owned and managed by Respondent, and formerly located in Chicago and Wheaton, Illinois. Respondent focused his practice on litigating subrogation matters on behalf of insurance carriers.
2. Beginning in June 2013 to the date of the filing of this complaint, Respondent maintained and was the sole signatory on an IOLTA client trust account ending in the four digits “8705” at JPMorgan Chase Bank. The account was titled “Oltman Law Group PC IOLTA Trust Account.”

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3. Beginning in June 2013 to the date of the filing of this complaint, Respondent maintained and was the sole signatory on an IOLTA client trust account ending in the four digits “8689” at JPMorgan Chase Bank. The account was titled “Oltman Law Group PC IOLTA Trust Account.”

4. At all times alleged in this complaint, Wilber & Associates (“Wilber”) was a company that handled subrogation recoveries on behalf of insurance carriers who have made payments to their policyholders for damages caused by the negligence of third parties. If the at-fault party does not voluntarily resolve the claim through settlement, and the client wants to file suit, Wilber refers the file to local counsel to handle on a contingency fee basis.

5. Beginning in 2015, Respondent and Wilber agreed that Wilber would refer Respondent subrogation claims on behalf of various insurance companies to be filed and litigated in Illinois. Respondent and Wilber agreed that Respondent would accept subrogation claims for a 25% contingency fee.

6. When Wilber referred a subrogation file to local counsel, local counsel would receive an email containing information regarding the subrogation claim and a link allowing the lawyer to accept or decline the file. Before local counsel could accept representation of the insurance carrier, the lawyer must accept Wilber’s Terms and Conditions, outlining the requirements and expectations for the representation. Wilber’s Terms and Conditions provided, in part, that local counsel is entitled to a contingency fee based on a percentage of the amount recovered from any adverse party or carrier and that local counsel must remit all remaining amounts to Wilber. Although Wilber’s Terms and Conditions did not limit local counsel’s direct contact with the insurance carrier, local counsel would agree to contact Wilber any time difficulties might arise with the client, insured, or litigation file. Thereafter, Wilber acted as a liaison between

the insurance carrier and local counsel, which included requesting status updates on each file and communicating settlement offers and acceptance between the insurance carrier and local counsel.

COUNT I  
(Conversion of \$5,332.81)

7. On or about July 27, 2018, Wilber referred a subrogation matter on behalf of Iowa Mutual Insurance Company to Respondent for litigation in Cook County, Illinois.

8. On or about July 27, 2018, Respondent sent correspondence to Wilber confirming his acceptance of Iowa Mutual Insurance Company's subrogation matter, and agreeing to act as local counsel to recover payments for property damages, medical and/or rental expenses, and a policy deductible made to its insured arising from a motor vehicle accident that occurred on September 14, 2016. Respondent's correspondence affirmed that he would handle the matter on a 25% contingency fee basis.

9. On August 17, 2018, Respondent filed a complaint on behalf of Iowa Mutual Insurance Company, as subrogee, in the Circuit Court of Cook County. The Clerk of the Circuit Court docketed the matter as *Iowa Mutual Insurance Company, as Subrogee of Rocket Plumbing, LLC, v. Mustapha Zemkour*, case number 20181014911.

10. On February 13, 2020, Respondent informed Wilber by email that a settlement had been reached in the amount of \$8,675.69.

11. On March 10, 2020, the Court entered an agreed dismissal order in case number 20181014911, dismissing the case with prejudice.

12. On or about May 18, 2020, Respondent received a settlement check in the amount of \$8,675.69 for case number 20181014911.

13. On May 18, 2020, Respondent deposited the \$8,675.69 settlement check, referenced in paragraph 12, above, into his IOLTA client trust account ending in the four digits “8705” at JPMorgan Chase Bank.

14. On July 2, 2020, Wilber emailed Respondent, on behalf of Iowa Mutual Insurance Company, requesting a status on the settlement funds.

15. On July 2, 2020, Respondent emailed Wilber and stated: “I have received the settlement check, and will be remitting in the immediate future.”

16. On September 18, 2020, Wilber emailed Respondent, on behalf of Iowa Mutual Insurance Company, requesting a status on the settlement funds. At no time did Respondent respond to Wilber’s September 18, 2020, email.

17. Between May 18, 2020, and October 28, 2020, prior to making any disbursement of the settlement proceeds to Wilber, Respondent drew the balance in account number “8705” to \$1,173.96, as he drew checks on the account or made withdrawals in payment of his personal or business obligations. During that time, Respondent was required to maintain at least \$6,506.77 in the account ending in “8705”, for payment of the settlement proceeds owed to Wilber on behalf of Iowa Mutual Insurance Company.

18. As of October 28, 2020, Respondent used \$5,332.81 of the settlement proceeds from Iowa Mutual Insurance Company’s subrogation matter that should have been remitted to Wilber on behalf of Iowa Mutual Insurance Company, for his own personal and business purposes.

19. When Respondent used the \$5,332.81 of the settlement proceeds, as referenced in paragraph 18, above, Respondent knew that the portion of the settlement proceeds belonged to Wilber and Iowa Mutual Insurance Company, and not to him personally. At no time did Wilber

or Iowa Mutual Insurance Company authorize Respondent to use the portion of the settlement proceeds for his own business and personal purposes.

20. By using the \$5,332.81 of the settlement proceeds owed to Wilber on behalf of Iowa Mutual Insurance Company for his own personal or business purposes without authorization from Wilber or Iowa Mutual Insurance Company, Respondent engaged in the conversion of those funds.

21. At the time Respondent used the \$5,332.81 of the settlement proceeds owed to Wilber on behalf of Iowa Mutual Insurance Company, Respondent acted dishonestly because he knew that he was using those funds for his own purposes without authority from Wilber or Iowa Mutual Insurance Company.

22. On November 11, 2020, Respondent issued check number 1733 to Wilber, on behalf of Iowa Mutual Insurance Company, in the amount of \$6,506.77, representing the settlement proceeds owed to Wilber for case number 20181014911.

23. On November 11, 2020, prior to issuing check number 1733, the balance in Respondent's IOLTA client trust account ending in the four digits "8705" at JPMorgan Chase Bank was \$1,348.96.

24. On November 13, 2020, Respondent deposited a check in the amount of \$6,500, drawn from his father's, Del Oltman's, bank account using a power of attorney, into his IOLTA client trust account ending in the four digits "8705" in order to provide sufficient funds to cover check number 1733, made payable to Wilber.

25. On November 19, 2020, Wilber negotiated check number 1733, referenced in paragraph 22, above.

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

- a. 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 \$5,332.81 in settlement funds received on behalf of Wilber and Iowa Mutual Insurance Company, for case number 20181014911, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to promptly deliver to the client or third person any funds that the client or third person is entitled to receive, by conduct including failing to promptly deliver the \$6,506.77 of the settlement proceeds to Wilber on behalf of Iowa Mutual Insurance Company, for case number 20181014911, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, Respondent's unauthorized taking and use of \$5,332.81 of the settlement proceeds for case number 20181014911, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II  
(Conversion of \$13,823.25)

27. On November 19, 2018, attorney David Izzo filed a complaint on behalf of Selective Insurance Company of America, as subrogee, in the Circuit Court of McLean County. The Clerk of the Circuit Court docketed the matter as *Selective Insurance Company of America a/s/o Calvary Christian Academy v. John Doe and John Doe II*, case number 2018 L 0000160.

28. On March 11, 2019, Respondent and Selective Insurance Company agreed that Respondent would be retained to represent Selective Insurance Company in various subrogation claims to be litigated in Illinois.

29. On April 22, 2019, Respondent and Selective Insurance Company agreed that Respondent would represent Selective Insurance Company in case number 2018 L 0000160.

30. On April 26, 2019, Respondent filed a motion for substitution of counsel on behalf of Selective Insurance Company. On May 3, 2019, the Court granted Respondent's motion for substitution of counsel.

31. On May 13, 2019, Respondent filed an amended complaint on behalf of Selective Insurance Company, as subrogee, in case number 2018 L 0000160.

32. On February 14, 2020, counsel for the Defendant filed a joint motion for good faith finding of settlement, seeking the Court's approval of the proposed settlement agreement. On April 7, 2020, the Court entered an order approving the settlement.

33. On or about April 8, 2020, Respondent received a settlement check in the amount of \$20,000 for case number 2018 L 0000160.

34. On April 8, 2020, Respondent deposited the \$20,000 settlement check, referenced in paragraph 33, above, into his IOLTA client trust account ending in the four digits "8705" at JPMorgan Chase Bank.

35. Between April 8, 2020, and December 18, 2020, prior to making any disbursement of the settlement proceeds to Selective Insurance Company, Respondent drew the balance in account number "8705" to \$176.75, as he drew checks on the account or made withdrawals in payment of his personal or business obligations. During that time, Respondent was required to maintain at least \$14,000 in the account ending in "8705", for payment of the settlement proceeds owed to Selective Insurance Company.

36. As of December 18, 2020, Respondent used \$13,823.25 of the settlement proceeds from Selective Insurance Company's subrogation matter that should have been remitted to Selective Insurance Company, for his own personal and business purposes.

37. When Respondent used the \$13,823.25 of the settlement proceeds, as referenced in paragraph 36, above, Respondent knew that the portion of the settlement proceeds belonged to Selective Insurance Company, and not to him personally. At no time did Selective Insurance Company authorize Respondent to use the portion of the settlement proceeds for his own business and personal purposes.

38. By using \$13,823.25 of the settlement proceeds owed to Selective Insurance Company for his own personal or business purposes without authorization from Selective Insurance Company, Respondent engaged in the conversion of those funds.

39. At the time Respondent used \$13,823.25 of the settlement proceeds owed to Selective Insurance Company, Respondent acted dishonestly because he knew that he was using those funds for his own purposes without authority from Selective Insurance Company.

40. On August 19, 2022, Respondent issued check number 1152 to Selective Insurance Company in the amount of \$14,000, representing the settlement proceeds owed for case number 2018 L 000160, from his second IOLTA client trust account ending in the four digits "8689" at JPMorgan Chase Bank.

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

- a. 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 \$13,823.25 in settlement funds received on behalf of Selective Insurance Company, for case number 2018 L



0000160, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

- b. failure to promptly deliver to the client or third person any funds that the client or third person is entitled to receive, by conduct including failing to promptly deliver the \$14,000 of the settlement proceeds to Selective Insurance Company, for case number 2018 L 0000160, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, Respondent's unauthorized taking and use of \$13,823.25 of the settlement proceeds for case number 2018 L 0000160, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

### COUNT III

*(Failure to act with reasonable diligence and failure to keep a client informed)*

42. On or about August 27, 2019, Wilber referred a subrogation matter on behalf of West Bend Mutual Insurance Company to Respondent for litigation in Winnebago County, Illinois.

43. On or about September 12, 2019, Respondent sent correspondence to Wilber confirming his acceptance of West Bend Mutual Insurance Company's subrogation matter, and agreeing to act as local counsel to recover payments for property damages, medical and/or rental expenses, and a policy deductible made to its insured arising from a motor vehicle accident that occurred on March 21, 2018.

44. On December 9, 2019, Respondent filed a complaint on behalf of West Bend Mutual Insurance Company, as subrogee, in the Circuit Court of Winnebago County. The Clerk of the Circuit Court docketed the matter as *West Bend Mutual Insurance Company, as Subrogee of Midwestern Used Auto Parts, Inc. v. Aaliyah Wyre*, case number 2019 SC 0003563.

45. On January 16, 2020, Respondent appeared and was granted leave to issue alias summons on the defendant. The case was then set for a hearing on February 27, 2020, for status on the alias service.

46. On February 27, 2020, Respondent failed to appear at the February 27, 2020, hearing and the case was dismissed for want of prosecution.

47. At no time did Respondent advise Wilber or West Bend Mutual Insurance Company that West Bend Mutual Insurance Company's subrogation claim, filed as case number 2019 SC 0003563, was dismissed for want of prosecution.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to pursue West Bend Mutual Insurance Company's subrogation claim filed as case number 2019 SC 0003563 in the Circuit Court of Winnebago County, failing to effect service of the defendant in case number 2019 SC 0003563 in the Circuit Court of Winnebago County, and failing to appear at the February 27, 2020, status hearing in case number 2019 SC 0003563 in the Circuit Court of Winnebago County, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); and
- b. failure to keep a client reasonably informed about the status of a matter, by failing to advise Wilber and West Bend Mutual Insurance Company that case number 2019 SC 0003563 in the Circuit Court of Winnebago County was dismissed for want of prosecution, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010).

COUNT IV  
(Conversion of \$11,873.25)

49. On March 9, 2020, Wilber referred a subrogation matter on behalf of Auto Club Insurance Association to Respondent for litigation in Cook County, Illinois. Wilber's file number associated with Auto Club Insurance Association's subrogation matter was File No. 1794429.

50. On April 9, 2020, Respondent sent correspondence to Wilber confirming his acceptance of Auto Club Insurance Association's subrogation matter, and agreeing to act as local counsel to recover payments for property damages, medical and/or rental expenses, and a policy deductible made to its insured arising from a motor vehicle accident that occurred on June 4, 2018. Respondent's correspondence affirmed that he would handle the matter on a 25% contingency fee basis.

51. On May 18, 2020, prior to the filing of a lawsuit for Wilber File No. 1794429, Respondent informed Wilber that a settlement offer was made in the amount of \$15,831. On June 2, 2020, Wilber informed Respondent that Auto Club Insurance Association would accept the settlement offer and sent Respondent a signed settlement release.

52. On or about June 8, 2020, Respondent received a settlement check in the amount of \$15,831 for Auto Club Insurance Association's subrogation matter, related to Wilber File No. 1794429.

53. On June 15, 2020, Respondent deposited the \$15,831 settlement check referenced in paragraph 52, above, into his IOLTA client trust account ending in the four digits "8705" at JPMorgan Chase Bank.

54. At no time did Respondent advise Wilber or Auto Club Insurance Association of his receipt of the settlement proceeds for Auto Club Insurance Association's subrogation matter related to Wilber File No. 1794429.

55. Between June 15, 2020, and December 18, 2020, prior to making any disbursement of the settlement proceeds to Wilber, Respondent drew the balance in account number “8705” to \$176.75, as he drew checks on the account or made withdrawals in payment of his personal or business obligations. During that time, Respondent was required to maintain at least \$11,873.25 in the account ending in “8705”, for payment of the settlement proceeds owed to Wilber on behalf of Auto Club Insurance Association.

56. As of December 18, 2020, Respondent used \$11,696.50 of the settlement proceeds from Auto Club Insurance Association’s subrogation matter, and that should have remitted to Wilber on behalf of Auto Club Insurance Association, for his own personal and business purposes.

57. When Respondent used the \$11,696.50 of the settlement proceeds, as referenced in paragraph 56, above, Respondent knew that the portion of the settlement proceeds belonged to Wilber and Auto Club Insurance Association, and not to him personally. At no time did Wilber or Auto Club Insurance Association authorize Respondent to use the portion of the settlement proceeds for his own business and personal purposes.

58. By using the \$11,696.50 of the settlement proceeds owed to Wilber on behalf of Auto Club Insurance Association for his own personal or business purposes without authorization from Wilber or Auto Club Insurance Association, Respondent engaged in the conversion of those funds.

59. At the time Respondent used the \$11,696.50 of the settlement proceeds owed to Wilber on behalf of Auto Club Insurance Association, Respondent acted dishonestly because he knew that he was using those funds for his own purposes without authority from Wilber or Auto Club Insurance Association.

60. On January 6, 2021, Wilber emailed Respondent, on behalf of Auto Club Insurance Association, requesting a status on the settlement funds. At no time did Respondent respond to Wilber's January 6, 2021, email.

61. On October 15, 2021, Wilber emailed Respondent, on behalf of Auto Club Insurance Association, requesting a status on the settlement funds.

62. On October 15, 2021, Respondent emailed Wilber and stated: "I show payment received, and apologize for not processing this previously. Check to you will be sent without further delay."

63. On June 2, 2022, Respondent issued check number 1780 to Wilber, on behalf of Auto Club Insurance Association, in the amount of \$11,873.25, representing the settlement proceeds owed for Wilber File No. 1794429.

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

- a. 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 \$11,696.50 in settlement funds received on behalf of Wilber and Auto Club Insurance Association, for Wilber File No. 1794429, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to promptly deliver to the client or third person any funds that the client or third person is entitled to receive, by conduct including failing to promptly deliver the \$11,873.25 of the settlement proceeds to Wilber on behalf of Auto Club Insurance Association, for Wilber File No. 1794429, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, Respondent's unauthorized taking and use of \$11,696.50 of the settlement

proceeds for Wilber File No. 1794429, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT V

*(Failure to act with reasonable diligence, failure to keep client informed, and failure to comply with reasonable requests for information)*

65. On or about June 16, 2020, Wilber referred a subrogation matter on behalf of The Cincinnati Insurance Company to Respondent for litigation in McHenry County, Illinois.

66. On or about June 19, 2020, Respondent sent correspondence to Wilber confirming his acceptance of The Cincinnati Insurance Company's subrogation matter, and agreeing to act as local counsel to recover payments for property damages, medical and/or rental expenses, and a policy deductible made to its insured arising from a motor vehicle accident that occurred on June 26, 2018.

67. On June 22, 2020, Respondent filed a complaint on behalf of The Cincinnati Insurance Company, as subrogee, in the Circuit Court of McHenry County. The Clerk of the Circuit Court docketed the matter as *The Cincinnati Insurance Company, as Subrogee of Home of the Sparrow v. Martha Chama-Sanchez*, case number 20 SC 000722.

68. On July 28, 2020, the case was set for a hearing on the status of service of the defendant. Respondent failed to appear at the July 28, 2020, hearing and the case was dismissed for want of prosecution.

69. At no time did Respondent advise Wilber or The Cincinnati Insurance Company that The Cincinnati Insurance Company's subrogation claim, filed as case number 20 SC 000722, was dismissed for want of prosecution.

70. On April 16, 2021, Wilber emailed Respondent, on behalf of The Cincinnati Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Wilber's April 16, 2021, email.

71. On October 15, 2021, Wilber emailed Respondent, on behalf of The Cincinnati Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Wilber's October 15, 2021, email.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to pursue The Cincinnati Insurance Company's subrogation claim filed as case number 20 SC 000722 in the Circuit Court of McHenry County, failing to effect service of the defendant in case number 20 SC 000722 in the Circuit Court of McHenry County, and failing to appear at the July 28, 2020, status hearing in case number 20 SC 000722 in the Circuit Court of McHenry County, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep a client reasonably informed about the status of a matter, by failing to advise Wilber and The Cincinnati Insurance Company that case number 20 SC 000722 in the Circuit Court of McHenry County was dismissed for want of prosecution, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. failure to promptly comply with reasonable requests for information, by conduct including failing to respond to Wilber's emails on April 16, 2021 and October 15, 2021, requesting information in relation to case number 20 SC 000722 in the Circuit Court of McHenry County, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010).

#### COUNT VI

*(Failure to act with reasonable diligence, failure to keep client informed, and failure to comply with reasonable requests for information)*

73. In or about August 2020, Wilber referred a subrogation matter on behalf of Western National Mutual Insurance to Respondent for litigation in Will County, Illinois.

74. On or about August 13, 2020, Respondent sent correspondence to Wilber confirming his acceptance of Western National Mutual Insurance's subrogation matter, and agreeing to act as local counsel to recover payments for property damages, medical and/or rental expenses, and a policy deductible made to its insured arising from a motor vehicle accident that occurred on May 15, 2019.

75. On February 19, 2021, Respondent filed a complaint on behalf of Western National Mutual Insurance, as subrogee, in the Circuit Court of Will County. The Clerk of the Circuit Court docketed the matter as *Western National Mutual, as Subrogee of Fischer Crane Company v. Ganiyat O. Abdul-Malik*, case number 2021 AR 000158.

76. On March 29, 2021, Respondent appeared and was granted leave to issue alias summons to the defendant. The Court set a return date of May 19, 2021, for status on service of the defendant.

77. On May 19, 2021, Respondent appeared and was granted leave to issue a second alias summons to the defendant. The Court set a return date of July 8, 2021, for status on service of the defendant.

78. On July 8, 2021, Respondent appeared and was granted leave to issue a third alias summons to the defendant. The Court set a return date of August 20, 2021, for status on service of the defendant.

79. On August 20, 2021, Respondent appeared and was granted leave to issue a fourth alias summons to the defendant. The Court set a return date of October 29, 2021, for status on service of the defendant.



80. On October 29, 2021, Respondent failed to appear for the status hearing on service of the defendant. The Court entered an order dismissing the case for want of prosecution due to Respondent's failure to appear.

81. On or about November 1, 2021, the Clerk of the Circuit Court of Will County mailed a notice of dismissal of case number 2021 AR 000158 for want of prosecution to Respondent's law firm.

82. At no time did Respondent advise Wilber or Western National Mutual that Western National Mutual's subrogation claim, filed as case number 2021 AR 000158, was dismissed for want of prosecution.

83. In or around November 2021, after not receiving responses from Respondent or his law firm regarding the status of subrogation files referred by Wilber, Wilber began checking the court dockets associated with those subrogation files and discovered some of the lawsuits had been dismissed for want of prosecution.

84. On November 4, 2021, Wilber's Chief Compliance Officer, Marc Lane ("Lane"), emailed Respondent requesting that he contact Lane immediately regarding the status of all files referred to Respondent's office by Wilber. At no time did Respondent respond to Lane's November 4, 2021, email.

85. On November 16, 2021, Lane emailed Respondent and stated, in part: "I haven't received a response to my emails or phone calls. Please contact me immediately. If not, I'll seek the assistance of the ARDC, which I truly don't want to do, but I'm not sure how else to get your office to respond. We found 6 files that have been dismissed for want of prosecution[.]" In Lane's email, he listed the files that had been dismissed, including the file for case number 2021 AR 000158.

86. On November 18, 2021, Respondent emailed Lane and stated: “I have been having computer and phone issues for a few weeks since I moved. My sincere apologies for the disruptions. I will call when I get in. Computer guy seems to have resolved the final problems yesterday I will continue to work on files where issues have been identified.”

87. At no time did Respondent further communicate with Lane or Wilber, regarding the status of Western National Mutual Insurance’s subrogation matter, filed as case number 2021 AR 000158.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to pursue Western National Mutual’s subrogation claim filed as case number 2021 AR 000158 in the Circuit Court of Will County, failing to effect service of the defendant in case number 2021 AR 000158 in the Circuit Court of Will County, and failing to appear at the October 29, 2021, status hearing in case number 2021 AR 000158 in the Circuit Court of Will County, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep a client reasonably informed about the status of a matter, by failing to advise Wilber and Western National Mutual that case number 2021 AR 000158 in the Circuit Court of Will County was dismissed for want of prosecution, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. failure to promptly comply with reasonable requests for information, by conduct including failing to respond to Wilber’s November 4 and November 18, 2021, emails, requesting an immediate update on the status of files referred to Respondent by Wilber, including case number 2021 AR 000158 filed in the Circuit Court of Will County, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010).

## COUNT VII

*(Failure to act with reasonable diligence, failure to keep client informed, and failure to comply with reasonable requests for information)*

89. At all times related to this complaint, Spartan Recoveries (“Spartan”) was a company that handled subrogation recoveries on behalf of insurance carriers who have made payments to their policyholders for damages caused by the negligence of third parties. If the at-fault party did not voluntarily resolve the claim through settlement, and the client wanted to file suit, Spartan would refer the file to local counsel to handle on a contingency fee basis.

90. Before Spartan would refer a subrogation file to local counsel, local counsel would be required to sign a master retainer agreement. Spartan’s Master Retainer Agreement outlined the requirements and expectations for the representation and provided, in part, that local counsel shall keep Spartan fully informed at all times of the status of the referred matter. Thereafter, Spartan acted as a liaison between the insurance carrier and local counsel, which included requesting status updates on each file. Upon settlement of any claims, local counsel agreed to deduct the total owed for contingency fees and outstanding expenses and to remit the remaining balance to Spartan.

91. Beginning on August 2, 2018, Respondent and Spartan agreed that Spartan would refer Respondent subrogation claims on behalf of various insurance companies to be filed and litigated in Illinois.

92. On or about November 2, 2020, Spartan referred a subrogation matter on behalf of Root Insurance Company to Respondent for litigation in Madison County, Illinois.

93. On or about November 9, 2020, Respondent sent correspondence to Spartan confirming his acceptance of Root Insurance Company’s subrogation matter, and agreeing to act as local counsel to recover payments for property damages, medical and/or rental expenses, and a

policy deductible made to its insured arising from a motor vehicle accident that occurred on February 6, 2020.

94. On February 10, 2022, Respondent filed a complaint on behalf of Root Insurance Company, as subrogee, in the Circuit Court of Madison County. The Clerk of the Circuit Court docketed the matter as *Root Insurance Company, as Subrogee of Mihirkumar Patel v. Amber Buxton*, case number 2022 AR 000047.

95. On April 14, 2022, the case was set for a status hearing on service of the defendant. Respondent failed to appear at the April 14, 2022, hearing and the case was dismissed for want of prosecution.

96. At no time did Respondent advise Spartan or Root Insurance Company that Root Insurance Company's subrogation claim, filed as case number 2022 AR 000047, was dismissed for want of prosecution.

97. On May 16, 2022, Spartan emailed Respondent, on behalf of Root Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Spartan's May 16, 2022, email.

98. On June 20, 2022, Spartan emailed Respondent, on behalf of Root Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Spartan's June 20, 2022, email.

99. On June 30, 2022, Spartan emailed Respondent, on behalf of Root Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Spartan's June 30, 2022, email.

100. On July 8, 2022, Spartan emailed Respondent, on behalf of Root Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Spartan's July 8, 2022, email.

101. On October 4, 2022, Spartan emailed Respondent, on behalf of Root Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Spartan's October 4, 2022, email.

102. On January 9, 2023, Spartan emailed Respondent, on behalf of Root Insurance Company, requesting a status update on whether the defendant had been served. At no time did Respondent respond to Spartan's January 9, 2023, email.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to pursue Root Insurance Company's subrogation claim filed as case number 2022 AR 000047 in the Circuit Court of Madison County, failing to effect service of the defendant in case number 2022 AR 000047 in the Circuit Court of Madison County, and failing to appear at the April 14, 2022, status hearing in case number 2022 AR 000047 in the Circuit Court of Madison County, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep a client reasonably informed about the status of a matter, by failing to advise Spartan Recoveries and Root Insurance Company that case number 2022 AR 000047 in the Circuit Court of Madison County was dismissed for want of prosecution, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. failure to promptly comply with reasonable requests for information, by conduct including failing to respond to Spartan's April 4, May 16, June 20, July 8, October 4, 2022, and January 9, 2023, emails, requesting an immediate update on case number 2022 AR 000047 filed in the Circuit Court

of Madison County, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator respectfully requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the 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

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