

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

In the Matter of:

MELANIE CHERI' KING,

Attorney-Respondent,

No. 6284570.

Commission No. 2024PR00033

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Michael Rusch, pursuant to Supreme Court Rule 753(b), complains of Respondent Melanie Cheri' King, who was licensed to practice law in Illinois on April 12, 2005, alleges that Respondent has engaged in the following conduct which subjects her to discipline pursuant to Supreme Court Rule 770:

*(Neglect, Failure to Adequately Communicate with a Client,
and Attempting to Limit the Rights of a Client)*

1. At all times related to this complaint, Respondent was a sole practitioner in Flossmoor, primarily practicing in the areas of real estate, estate planning, and personal injury.
2. On or before August 22, 2019, Respondent, a man with the initials G.K., and his wife ("D.K.") agreed that Respondent would represent G.K. and D.K. in a personal injury action against the physician and the hospital that treated G.K. earlier in 2019.
3. On August 22, 2019, G.K. and D.K. signed a retainer agreement stating that Respondent would be entitled to thirty-three and one-third percent of the gross recovery from the claim as her fee.

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4. On July 2, 2021, Respondent, on behalf of the G.K. and D.K, filed a complaint in the Circuit Court of Cook County, Law Division.

5. The complaint alleged that after his treatment for cancer, G.K. experienced a medical condition associated with his form of cancer. Between May and July 2019, G.K. underwent a medical procedure to assist him with the medical condition. Shortly after his procedure, G.K. suffered complications at or near the area of the procedure. G.K. went to the emergency room, where he was seen by hospital staff and the physician who performed the procedure. Over the following weeks, G.K.'s issues persisted. The physician told G.K that he was experiencing normal side-effects.

6. After the physician told G.K. that he was experiencing normal side effects, G.K. sought treatment from a different physician. On or about July 16, 2019, G.K. met with the other physician, who recommended that G.K. undergo additional testing and treatment. Over the next several months, the other physician performed multiple procedures to aid G.K. The complaint alleged that due to the Defendants negligence, G.K. and D.K. suffered damages in excess of \$50,000.

7. On September 9, 2021, Respondent appeared in court on the matter. The matter was continued until November 12, 2021, for status on service of Defendants. Respondent prepared the September 9, 2021 order that was ultimately signed by the presiding judge.

8. On November 12, 2021, Respondent did not appear in court on the matter. For reasons unknown, the case was not called, no action was taken by the court, and no future court date was scheduled.

9. On December 6, 2023, on the court's own motion, the case was dismissed based on no activity since September 9, 2021.

10. After the complaint was filed on July 2, 2021, Respondent did not take any steps to effectuate service of the complaint and summons on the Defendants.

11. After the September 9, 2021 court date, Respondent did not file any motions to bring the matter back to the court's attention before the December 6, 2023 court order dismissing the case.

12. In September 2021, G.K. and D.K. sent a text message to Respondent requesting a status update on the case. Respondent did not reply to that message. In May 2022, G.K. and D.K. reached out to Respondent to check on the status of their case. Respondent replied to them and requested a meeting with G.K. and D.K.

13. In or about May 2022, Respondent met with G.K. and D.K. at their home. During this meeting, Respondent informed G.K. and D.K. that since the filing of the complaint on July 2, 2021, she had not performed any work on their case. Respondent informed them that the matter was dismissed for want of prosecution, even though the matter had not been dismissed. Respondent then offered to pay them to compensate them for her inaction.

14. Between May and November 2022, Respondent, G.K., and D.K. discussed how much money Respondent would pay G.K. and D.K. in exchange for releasing Respondent from liability for the way that she handled their case. The parties agreed that Respondent would pay them \$500,000. Respondent told G.K. and D.K. that she could not pay them the money immediately, and the parties agreed that Respondent could pay them \$50,000 per year. After agreeing on the amount, G.K. and D.K. called Respondent and reduced the total amount of compensation from \$500,000 to \$250,000. Respondent agreed to the reduction. The agreement was never memorialized in writing or signed by the parties. As of the date of this filing, Respondent has not made any payments to G.K. or D.K.

15. At no time did Respondent advise G.K. and D.K. in writing to seek independent advice of counsel, nor did she give them a reasonable opportunity to seek the advice of independent legal counsel concerning Respondent's agreement to pay them \$250,000 in exchange for releasing Respondent from liability in connection with their potential claims against her for malpractice.

16. At no time during the negotiation of the agreement were G.K. or D.K. independently represented with respect to the \$250,000 settlement agreement they entered into with Respondent.

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

- a. failing to act with reasonable diligence and promptness in representing a client by conduct including failing to take steps to effectuate service on the defendants on behalf of G.K. and D.K., in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to keep the client reasonably informed about the status of the matter, by conduct including, waiting almost eight months to inform G.K. and D.K. that she had not taken any steps to effectuate service on the defendants, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. making an agreement prospectively limiting the lawyer's liability to a client when the client was not independently represented in making the agreement, by conduct including agreeing to pay G.K. and D.K. \$250,000 in exchange for releasing Respondent from liability for Respondent's failure to take steps to effectuate service on the defendants, when G.K. and D.K. were not independently represented, in violation of Rules 1.8(h)(1) of the Illinois Rules of Professional Conduct (2010);

- d. settling a claim or potential claim for such liability with an unrepresented client or former client unless that person is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith, by conduct including agreeing to settle a claim or potential claim with G.K. and D.K. by agreeing to pay them \$250,000 in exchange for releasing Respondent from liability for Respondent's failure to take steps to effectuate service on the defendants, without first advising G.K. and D.K. in writing of the desirability of seeking the advice of independent counsel in connection with the settlement, and failing to give G.K. and D.K. a reasonable opportunity to seek the advice of independent legal counsel, in violation of Rule 1.8(h)(2) of the Illinois Rules of Professional Conduct (2010);
- e. failing to expedite litigation by not taking steps to obtain service on the defendants, in violation of Rule 3.2 of the Illinois Rules of Professional Conduct (2010); and
- f. violating or attempting to violate the Rules of Professional Conduct, knowingly assisting or inducing another to do so, or doing so through the acts of another, by conduct including agreeing to settle a claim or potential claim with G.K. and D.K. by agreeing to pay them \$250,000 in exchange for releasing Respondent from liability for Respondent's failure to take steps to effectuate service on the defendants, without first advising G.K. and D.K. in writing of the desirability of seeking the advice of independent counsel in connection with the settlement and failing to give G.K. and D.K. a reasonable opportunity to seek the advice of independent legal counsel, in violation of Rule 8.4(a) 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,

Lea S. Gutierrez, Administrator
Illinois Attorney Registration and
Disciplinary Commission

By: /s/ Michael Rusch
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