

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

In the Matter of:

PERRY DALE BAIRD,

Attorney-Respondent,

No. 6194476.

Commission No. 2026PR00032

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission ("Commission"), by her attorney, Rachel C. Miller, pursuant to Supreme Court Rule 753(b), complains of Respondent, Perry Dale Baird ("Respondent"), who was licensed to practice law in Illinois on November 6, 1986, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Taking Unreasonable Fees for Non-Legal Work and Dishonesty)

1. At all times alleged in this complaint, Respondent operated as a sole practitioner at the Perry Baird Law Office in Casey. He concentrated his practice in estate planning, trust administration, and real estate law.

2. Until 1994, a woman with the initials "T.W." was married to a farmer in Martinsville with the initials "S.Y." Through her marriage to S.Y., T.W. had several nieces and nephews. S.Y. died in 1994, and T.W. married a man with the initials "J.W." in 1997. Between at least 1997 and 2021, T.W. maintained a relationship with her nieces and nephews from her marriage to S.Y.

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3. Between 1996 and 2021, Respondent at various times provided legal services to T.W. and T.W.'s second husband, J.W., including drafting wills and powers of attorney. Between at least 2018 and 2021, T.W. resided in an assisted living facility.

4. Prior to November 30, 2012, Respondent drafted the [T.W.] Revocable Trust ("the trust") at T.W.'s direction. At that time, T.W. owned a farmhouse, farmland, mutual funds, and stocks in farm implement companies. T.W. leased a portion of the farmland to a local farmer and received rental income pursuant to a cash rent lease agreement. At T.W.'s direction, the rental income was to be deposited into a bank account that was to be established for the trust's benefit. On November 30, 2012, T.W. signed the trust agreement. Pursuant to the terms of the trust agreement, Respondent and J.W. were named co-trustees of the trust, and T.W. granted a life estate in the farmhouse to "J.L.," one of her nephews, which allowed him to live in the farmhouse during his lifetime provided funds for all "reasonable and necessary repairs" and one-half the cost of utilities for the farmhouse. T.W. also granted a life estate to "S.L.," J.L.'s wife, allowing her to live in the farmhouse during her lifetime. The trust terms also provided that T.W.'s other nephew, "F.L.," could farm a portion of farmland.

5. Prior to June 28, 2013, Respondent drafted a durable power of attorney for financial affairs for T.W. that named T.W.'s husband, J.W., as her agent, allowing him to act on her behalf in financial matters, collecting and receiving money on T.W.'s behalf, depositing money into her accounts, paying taxes for her, accessing her safe deposit box, and filing Social Security, Medicare, and Medicaid claims on her behalf. T.W. named Respondent as her successor agent under the durable power of attorney if J.W. was unable to perform his duties as her agent under the durable power of attorney. On June 28, 2013, T.W. executed the power of attorney.

6. Periodically between 2012 and 2021, Respondent recommended to T.W. that she make minor amendments to the terms of the trust, such as amending monetary allowances for farmhouse maintenance and for the payments of utilities. Respondent also recommended that T.W. amend the terms of the trust that allowed certain individuals to farm specific portions of farmland. Respondent drafted and presented the amendments to T.W. and she signed each of the amendments.

7. On September 10, 2018, T.W. added Respondent as a signatory on a checking account owned by T.W. and ending in 5595 (“account 5595”) at First Financial Bank, N.A. in Marshall. Account 5595, which was not part of the trust, received occasional deposits from a brokerage account owned by T.W., and T.W. used account 5595 to pay for her personal day-to-day personal expenses.

8. At some point between October 2018, and October 10, 2020, Respondent succeeded J.W. as T.W.’s agent under her durable power of attorney due to J.W.’s declining health. Beginning as early as October 2018, Respondent charged his hourly attorney rate of \$225 for the services he claimed to have provided T.W. in his capacity as successor agent, including many services that did not require him to use his legal knowledge, training, or experience, such as shopping at Walmart for T.W., driving T.W. on errands, and picking up groceries or carryout food orders for her. Respondent generated bills for T.W. that listed the purported time that he spent performing work for T.W., descriptions of the work that he purportedly provided to T.W., and the fee that he charged for his services, which he billed for at a rate of \$225 per hour. The services Respondent claimed to have provided to T.W. were not legal in nature, and the charges were unreasonable because they could have been performed by a nonlawyer at a much lower rate. Respondent was not required to use his legal training, judgment or experience in performing

the activities, many of which were routine day-to-day activities. The activities did not involve unique issues, the hourly charges were excessive given the nature of the work, and Respondent did not achieve any noteworthy results for T.W.

9. Beginning in October 2018, Respondent sent invoices to T.W. for services he purportedly provided to her as a power of attorney, and T.W. paid those invoices. Between December 30, 2019, and May 9, 2022, Respondent wrote 31 checks to himself drawn on account 5595 that totaled at least \$334,700 for the services that he purportedly provided to T.W. as her successor agent under the durable power of attorney.

10. On October 5, 2018, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in September, and, except for one 30-minute charge for September 6, 2018, and one unbilled entry on September 17, 2018, were for at least one hour each day. The invoice carried forward a purported existing balance of \$27,500 and included – in addition to time Respondent claimed to have expended – 44 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 16 days of "Monitoring / Supervisory On-Call Time" (each one hour); taking his client and her spouse to lunch (three hours); running errands to a hairdresser and bank (three hours); a trip to Walmart to pick up and install patio items (2.5 hours); another lunch with his client (two hours); another lunch, medical appointment and trip to the bank (5.5 hours); another hairdressing appointment and trip to the bank (two hours); preparing checks for his client's signature (13.3 hours over six days); and driving his client to medical appointments or errands (nine hours over three days).

11. On November 9, 2018, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in October and were for at least one hour each day. The invoice carried forward a purported existing balance of \$28,500 and included – in addition to time Respondent claimed to have expended – 54.75 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 11 days of "Monitoring / Supervisory On-Call Time" (each one hour); running errands to a dry cleaner, Walmart, and a bank (2.8 hours); a lunch with his client for her birthday (3.5 hours); another lunch with his client and preparing and presenting checks for her to sign for church donations (1.5 hours); another hairdressing appointment, trip to dry cleaners and trip to the bank (three hours); and a trip to Walmart (2.5 hours).

12. On December 7, 2018, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and, except for one unbilled entry on November 28, 2018, were for at least one hour each day. The invoice carried forward a purported existing balance of \$32,000 and included – in addition to time Respondent claimed to have expended – 44.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities and \$115.20 for the purchase of T.W.'s Christmas cards. Among the charges Respondent listed as having been spent for the client's behalf were: 13 days of "Monitoring / Supervisory On-Call Time" (each one hour); running errands to a hairdresser, dry cleaner and bank (three hours); taking T.W. to lunch and discussing her Christmas cards with her (3.3 hours); another lunch with T.W.

and additional planning for her Christmas cards, and placing an order for Christmas cards (2.6 hours); running errands, including to the hairdresser, dry cleaner and bank (2.8 hours); and having dinner with T.W. and preparing checks for her signature (two hours).

13. On January 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in December and were for at least one hour each day. The invoice carried forward a purported existing balance of \$34,000 and included – in addition to time Respondent claimed to have expended – 51.75 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 12 days of "Monitoring / Supervisory On-Call Time" (each one hour); retrieving T.W.'s Christmas decorations from storage and taking her to lunch (2.5 hours); taking T.W. to the hairdresser, dry cleaner, Walmart, and a bank (three hours); another lunch with T.W., preparing checks for her signature, and a taking a trip to Walmart (3.5 hours); another lunch with T.W. (1.5 hours); and preparing Christmas card labels for T.W., taking her to lunch, getting stamps for Christmas cards, preparing checks for T.W.'s signature, and mailing her Christmas cards (five hours); another trip to the hairdresser, dry cleaner, bank and Walmart (3.3 hours); picking up Dairy Queen takeout (1.5 hours); taking T.W. for two separate Christmas lunches on two separate days (5.3 hours); another trip to the hairdresser, dry cleaner, Walmart, and a bank (3.7 hours); and having three additional lunches with T.W. and preparing checks for her signature (6.5 hours over three days).

14. On February 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during

the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in January, and, except for two entries for 30 minutes, were for at least one hour each day. The invoice carried forward a purported existing balance of \$32,000 and included – in addition to time Respondent claimed to have expended – 44.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 11 days of "Monitoring / Supervisory On-Call Time" (nine billed at one hour and two billed at 30 minutes each); taking T.W. to the hairdresser, dry cleaner, Walmart, and a bank (3.5 hours); running errands to eat at Olive Garden and visit a medical supply store, and preparing checks for T.W.'s signature (two hours); visiting T.W. at the hospital while she was admitted (8.3 hours over two days); another day of errands to a hairdresser, dry cleaner, Walmart and bank (3.3 hours); taking T.W. to lunch and medical appointments and preparing checks for her signature (five hours); another day of errands to a hairdresser, dry cleaner, Walmart and bank (3.3 hours); taking T.W. to medical appointments (4.5 hours); and having dinner with T.W. and preparing checks for her signature (two hours).

15. On March 15, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 28 days in February, and, except for two entries for 30 minutes, were for at least one hour each day. The invoice carried forward a purported existing balance of \$42,000 and included – in addition to time Respondent claimed to have expended – 38 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 13 days of "Monitoring / Supervisory On-Call Time" (13 billed at one hour and three billed at 30 minutes each); taking T.W. to church (2.3

hours); taking T.W. to lunch and preparing checks for her signature (2.5 hours); visiting T.W. at the assisted living facility (three hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (15.7 hours over three days).

16. On April 5, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in March, and, except for unbilled entries for "monitoring" on March 7, 2019, March 23, 2019, and March 24, 2019, all were for at least a half hour each day. The invoice carried forward a purported existing balance of \$44,000 and included – in addition to time Respondent claimed to have expended – 49.5 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 11 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); transporting T.W. to a church meeting (1.5 hours); taking T.W. to lunch (1.3 hours); taking T.W. to dinner (1.5 hours); taking T.W. to a dental appointment (3.3 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (18.9 hours over three days).

17. On May 2, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and all were for at least an hour. The invoice carried forward a purported existing balance of \$47,000 and included – in addition to time Respondent claimed to have expended – 65.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's

behalf were: 13 days of “Monitoring / Supervisory On-Call Time” (one hour each); taking T.W. for bloodwork (two hours); preparing checks for T.W.’s signature (2.3 hours); taking T.W. to lunch (1.8 hours); getting takeout from Dairy Queen and visiting T.W. to dinner (7.3 hours); taking T.W. to Pier 1 to buy a new patio rug (1 hour); and five days of errands to a hairdresser, dry cleaner, Walmart and bank (16.9 hours over five days).

18. On June 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in May, and, except for unbilled entries for “monitoring” on May 8, 2019, May 14, 2019, and May 15, 2019, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$51,000 and included – in addition to time Respondent claimed to have expended – 42.25 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 12 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); taking T.W. to a medical appointment and preparing checks for her signature (4 hours); taking T.W. to lunch (1.3 hours); another lunch with T.W. (2.8 hours); running an errand to Walmart (2.5 hours); another lunch with T.W. and a trip for ice cream (2.5 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (9 hours over three days).

19. On July 5, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 3 days in June, and, except for unbilled entries for “monitoring” on June 7 through June 10, all were for at least 30 minutes each day. The invoice carried forward a

purported existing balance of \$51,000 and included – in addition to time Respondent claimed to have expended – 40.6 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 15 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); delivering a cat tower (one hour); taking T.W. for lunch, to a floral shop, and a cemetery (four hours); taking T.W. to Olive Garden for lunch and preparing checks for her signature (three hours); taking T.W. to church and to lunch (two hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (15.1 hours over four days).

20. On August 1, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in July, and, except for unbilled entries for “monitoring” on July 27 through July 29, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$52,000 and included – in addition to time Respondent claimed to have expended – 43.75 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 11 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); taking T.W. for a medical appointment (1.8 hours); taking T.W. for a medical appointment and lunch (four hours); another lunch with T.W. and preparing checks for her signature (two hours); taking T.W. to an antique store auction, taking photographs of furniture items, and helping T.W. place bids on furniture (three hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (17.3 hours over five days). On August 1, 2019, Respondent prepared check 8397 and

drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

21. On September 6, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in August, and all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$52,000 and included – in addition to time Respondent claimed to have expended – 48 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 15 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to lunch at Olive Garden, checking on T.W.'s mail and preparing checks for her signature (2.5 hours); taking T.W. to lunch at Bob Evans (three hours); another lunch with T.W. (two hours); picking up pizza and delivering to T.W. and preparing checks for her signature (2.3 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (14.1 hours over four days). On September 6, 2019, Respondent prepared check 8432 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

22. On October 4, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in September and, with the exception of unbilled entries for "monitoring" on September 20 through September 26 and September 28 and September 29, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance

of \$52,000 and included – in addition to time Respondent claimed to have expended – 43 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 8 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); taking T.W. pizza, taking her to a medical appointment, and preparing checks for her signature (2.5 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (9 hours over three days). On October 4, 2019, Respondent prepared check 8465 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

23. On November 1, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in October, and, except for one unbilled entry for “monitoring” on October 9, 2019, all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$48,000 and included – in addition to time Respondent claimed to have expended – 61.8 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 16 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); taking pizza to T.W. and preparing checks for her signature (2.8 hours); taking T.W. to lunch (one hour); delivered cat supplies and moved furniture in T.W.’s apartment (two hours); picking up donuts for T.W.’s birthday, running errands, and waiting for carpet cleaners to arrive at T.W.’s apartment (9.5 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (18.5 hours over five days). On November 1, 2019, Respondent prepared check 8490 and drawn

on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

24. On December 6, 2019, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$48,000 and included – in addition to time Respondent claimed to have expended – 48.5 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 14 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to lunch and preparing checks for her signature (two hours); another lunch with T.W. (two hours); taking T.W. to a medical appointment, lunch, and to pick up cat supplies (four hours); picking up pizza for T.W. and preparing checks for her signature (1.5 hours); another lunch with T.W. (two hours); lunch with T.W. and preparing checks for her signature (two hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (12 hours over four days). On December 27, 2019, Respondent prepared check 8540 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

25. On January 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in December, and all were for at least 30 minutes each day. The invoice carried forward a purported existing balance of \$47,000 and included – in addition to

time Respondent claimed to have expended – 37.5 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 14 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); preparing T.W.’s Christmas card labels, meeting with a carpenter, and preparing checks for T.W.’s signature (four hours); taking T.W. to lunch in Terre Haute and checking on her mail (two hours); taking T.W. to a dental appointment and then taking her to lunch (five hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (15.5 hours over four days). On January 3, 2020, Respondent prepared check 8550 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

26. On February 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in January, and all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 57.4 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 13 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each); helped put away T.W.’s Christmas decorations and prepared checks for her signature (five hours); running errands for T.W. (3.5 hours); taking T.W. to a medical appointment and to lunch (2.5 hours); taking T.W. to a medical appointment, to lunch, admitting her to the hospital, and doing errands for her (6.3 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (8.5 hours over two days).

On February 3, 2020, Respondent prepared check 8573 and drawn on account 5595 for \$12,000. T.W. signed the check, and Respondent deposited it into his operating account.

27. On March 10, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 29 days in February, and, except for an unbilled entry on February 7 for noting that Respondent was not available that day, all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 39.3 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to a doctor appointment and preparing a check for her signature (6.3 hours); taking T.W. to the hospital and preparing checks for her signature (3.3. hours); taking T.W. to lunch and preparing checks for her signature (two hours); another lunch with T.W. (two hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (14 hours over four days). On March 10, 2020, Respondent prepared check 8601 and drawn on account 5595 for \$7,000. T.W. signed the check, and Respondent deposited it into his operating account.

28. On April 6, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in March, and, except for unbilled entries on March 5 and March 10 noting that Respondent was not available, all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 39 hours of

paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 24 days of "Monitoring / Supervisory On-Call Time" (at least 30 minutes each); taking T.W. to lunch at Outback Steakhouse (two hours); preparing checks for T.W.'s signature (1.8 hours); and three days of errands to a hairdresser, dry cleaner, Walmart and bank (seven hours over two days). On April 6, 2020, Respondent prepared check 8619 and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

29. On May 1, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 39.1 hours of paralegal time that he billed at \$25 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 22 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running an errand to Walmart and delivering items to T.W. (two hours); going to Walmart twice and delivering items to T.W. (2.8 hours); and another trip to Walmart and delivering supplies to T.W. (two hours). On May 1, 2020, Respondent prepared check 8638 and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

30. On June 1, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in May, and all were for at least 30 minutes each day. The invoice

included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 26 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each), and running errands to Walmart and a bank (7.2 hours over three days). On June 1, 2020, Respondent prepared check 8649 and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

31. On July 1, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 30 days in June, and, except for an unbilled entry on June 19 noting that Respondent was not available, all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 30 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 24 days of “Monitoring / Supervisory On-Call Time” (at least 30 minutes each) and running errands to Walmart and, on one occasion, also training a healthcare aide (9.3 hours over three days). On July 1, 2020, Respondent prepared check 8666 and drawn on account 5595 for \$7,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

32. On August 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in July and all were for at least one hour each day. The invoice

included – in addition to time Respondent claimed to have expended – 30 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 21 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to a medical appointment, putting air in her vehicle tires, and going to Walmart (6.8 hours); and going to Walmart and delivering supplies to T.W. (3.8 hours). On August 4, 2020, Respondent prepared check 8666 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

33. On September 18, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in August, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 36.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 17 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to Cracker Barrel and shopping for flowers (2.5 hours); and running errands to a bank and Walmart (18.5 hours over five days). On September 18, 2020, Respondent prepared check 8677 and drawn on account 5595 for \$12,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

34. On October 8, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time

entries for each of the 30 days in September, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 33.75 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 18 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); running errands to Walmart and a bank and preparing checks for T.W.’s signature (3.6 hours); running errands to a bank, Walmart, and a pharmacy (2.6 hours); and running errands to Walmart, Walgreens, and Cracker Barrel (three hours). On October 8, 2020, Respondent prepared check 8717 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

35. On November 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in October, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 105.25 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 8 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); returning T.W.’s absentee voting ballot, and running errands to Walmart and a bank (3 hours); running errands to a bank, Walmart, and a pharmacy (2.6 hours); and picking up Olive Garden takeout and a birthday cake for T.W. (4.3 hours); and picking up items at a medical supplies store and Walmart (5.2 hours). On November 3, 2020, Respondent prepared check 8739 and drawn on account 5595 for \$22,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

36. On December 3, 2020, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 30 hours of paralegal time that he billed at \$35 an hour for a “Level I” paralegal for unspecified activities and 3.25 hours of paralegal time that he billed at \$20 an hour for a “Level II” paralegal for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 18 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); running errands to Walmart (four hours); running errands to Walmart and discussion about Christmas cards (3.3 hours); and taking T.W. to a medical appointment, going to pick up cat supplies, and running errands to Walmart and a bank (5.8 hours). On December 3, 2020, Respondent prepared check 8763 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

37. On January 4, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in December, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to lunch and running errands to Walmart, a medical supply store, and a bank (5.8 hours); purchasing Christmas cards for T.W.,

running errands to a bank, Walmart, and Walgreens, and preparing checks for T.W.'s signature (4.3 hours); and running errands to Walmart, PetSmart, and Olive Garden (four hours). On January 4, 2021, Respondent prepared check 8787 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

38. On February 2, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in January, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 23 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and a bank (3.2 hours); running errands to a bank, Walmart, and a florist (5.2 hours); and running errands to Walmart and a bank (3.3 hours). On February 2, 2021, Respondent prepared check 8806 and drawn on account 5595 for \$10,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

39. On April 19, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 28 days in February, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 22.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities for a "Level I" paralegal

and 1.5 hour of paralegal time that he billed at \$20 an hour for unspecified activities for a “Level II” paralegal. Among the charges Respondent listed as having been spent for the client’s behalf were: 16 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to a medical appointment, to pick up lunch, and running errands to Walmart and Walgreens (7.5 hours); taking T.W. to Walmart and Walgreens, and preparing checks for T.W.’s signature (5.6 hours); and taking T.W. to a medical appointment and running errands to Walmart and a bank (5.5 hours). On April 19, 2021, Respondent prepared check 8872 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

40. On April 19, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in March, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 36.25 hours of paralegal time that he billed at \$35 an hour for unspecified activities for a “Level I” paralegal and 36.5 hour of paralegal time that he billed at \$20 an hour for unspecified activities for a “Level II” paralegal. Among the charges Respondent listed as having been spent for the client’s behalf were: 14 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to a medical appointment (6 hours); taking T.W. to a medical appointment, Walmart and lunch (5.5 hours); and taking T.W. to get lunch and to view a new apartment (4.5 hours). On April 19, 2021, Respondent prepared check 8873 and drawn on account 5595 for \$17,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

41. On May 3, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and they were all for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 36.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities for a “Level I” paralegal and 9.5 hour of paralegal time that he billed at \$20 an hour for unspecified activities for a “Level II” paralegal. Among the charges Respondent listed as having been spent for the client's behalf were: 13 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); moving T.W.'s belongings from one apartment to another (11.1 hours over four days); taking T.W. to a medical appointment, Walmart, a bank, to get lunch and Walgreens (7.8 hours); and picking up T.W.'s dry cleaning and picking up her medical file from a doctor's office (1.3 hours). On May 3, 2021, Respondent prepared check 8885 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

42. On June 1, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in May, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 26 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 14 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); taking T.W. to get lunch and to a bank (3 hours); taking T.W. to Walmart, a bank, and a grocery store (3.5 hours); and getting T.W.'s vehicle serviced, moving

T.W.'s items into new apartment, and visiting T.W.'s deceased husband's gravesite (3.8 hours). On June 1, 2021, Respondent prepared check 8910 and drawn on account 5595 for \$9,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

43. On July 2, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in June, and they were all for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 38.25 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 21 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); taking T.W. to Walmart and a bank (3.5 hours); taking T.W. to a medical appointment and to lunch (five hours); and taking T.W. to Walmart, a bank, and making calls regarding T.W.'s medical appointments (3.3 hours). On July 2, 2021, Respondent prepared check 8939 and drawn on account 5595 for \$10,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

44. On August 3, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in July, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 53 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 17 days of "Monitoring / Supervisory On-Call

Time” (at least one hour each); taking T.W. to Walmart, a grocery store, a bank and Walgreens (four hours); taking T.W. to a medical appointment and lunch (4.5 hours); and running errands to PetSmart, Walmart, a bank, and a grocery store (3.5 hours). On August 3, 2021, Respondent prepared check 8970 and drawn on account 5595 for \$13,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

45. On September 16, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in August, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 49.75 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 17 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); having a conversation with the director of T.W.’s assisted living facility to confirm that T.W.’s caregiver still works for her (2.8 hours); running errands to Walmart, a bank, and a grocery store (3.8 hours); getting takeout for T.W. (1.3 hours); and running errands to Walmart and a grocery store (three hours). On September 16, 2021, Respondent prepared check 9005 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

46. On October 7, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 30 days in September, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 41 hours of

paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 18 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart, a bank, and a grocery store (four hours); taking T.W. to lunch (2.8 hours); and running errands to Walmart, a bank, and a grocery store again (3.5 hours). On October 7, 2021, Respondent prepared check 9019 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

47. On November 2, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in October, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 19 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); picking up takeout and going to Walgreens and Rural King (two hours); running errands to Walmart, Walgreens, and a grocery store (three hours); and another trip to Walmart, a bank, and a grocery store (4.5 hours). On November 2, 2021, Respondent prepared check 9046 and drawn on account 5595 for \$9,500. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

48. On December 1, 2021, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in November, and they all were for at least one hour each day. The

invoice included – in addition to time Respondent claimed to have expended – 57 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 16 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); running errands to Walmart, Walgreens, a bank, a grocery store, and picking up takeout food (5.8 hours); another errand to pick up takeout (1.5 hours); running errands to Walmart, a bank, and a grocery store (3.5 hours); and running errands to Walmart, a grocery store, and a bank, preparing checks for T.W.’s signature, and picking up Olive Garden takeout (5.3 hours). On December 1, 2021, Respondent prepared check 9076 and drawn on account 5595 for \$11,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

49. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney’s rate of \$225. The invoice contained time entries for each of the 31 days in December, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 57 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client’s behalf were: 17 days of “Monitoring / Supervisory On-Call Time” (at least one hour each); running errands to Walmart and Walgreens (four hours); having lunch with T.W. (two hours); and running errands to Walmart, Walgreens, a medical supply store, and a bank (5.3 hours). On May 2, 2021, Respondent prepared check 9208 and drawn on account 5595 for \$14,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

50. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in January, and all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 31 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 19 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and Walgreens (5.3 hours); picking up takeout, retrieving T.W.'s Christmas decorations and delivering them to her at the assisted living home (4.3 hours); and running errands to Walmart, Walgreens, a grocery store, and a bank (four hours). On May 2, 2021, Respondent prepared check 9209 and drawn on account 5595 for \$12,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

51. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 28 days in February, and, except for unbilled entries on February 3 and February 4, all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 28 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 19 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart, a bank and a grocery store (3.5 hours); picking up takeout and delivering it to T.W., and having lunch with her (2.3 hours); and running errands to

Walmart, a bank and a pet supply store (three hours). On May 2, 2021, Respondent prepared check 9210 and drawn on account 5595 for \$8,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

52. On May 2, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 31 days in March, and, except for one unbilled entry on March 17, all were for at least 30 minutes each day. The invoice included – in addition to time Respondent claimed to have expended – 36.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 23 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and Walgreens (4.3 hours); and running more errands to Walmart and a bank (3.4 hours). On May 2, 2021, Respondent prepared check 9216 and drawn on account 5595 for \$10,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

53. On May 6, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the 30 days in April, and they were all for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 39.75 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 20 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart, a bank, and a

grocery store (four hours); riding with T.W. in an ambulance to the hospital and running errands to Walmart (8.3 hours); and running errands to Walmart, Walgreens, a grocery store, and a bank (5.3 hours). On May 2, 2021, Respondent prepared check 9217 and drawn on account 5595 for \$12,000. Respondent signed the check as power of attorney for T.W., and he deposited it into his operating account.

54. On August 18, 2022, Respondent prepared an invoice listing the services he claimed to have provided T. W. and the time he claimed to have expended on her behalf during the previous month, all billed at his hourly attorney's rate of \$225. The invoice contained time entries for each of the first nine days in May, and they all were for at least one hour each day. The invoice included – in addition to time Respondent claimed to have expended – 102.5 hours of paralegal time that he billed at \$35 an hour for unspecified activities. Among the charges Respondent listed as having been spent for the client's behalf were: 3 days of "Monitoring / Supervisory On-Call Time" (at least one hour each); running errands to Walmart and a bank (seven hours); visiting T.W. to pay bills, assist caregivers and pray with T.W. (4.8 hours); meeting with a florist and funeral home (4.2 hours); and visiting T.W. to "assess" current medical status and sing hymns and pray with T.W. (4.5 hours).

55. Respondent's fees, as described in paragraphs 10 through 54, above, are unreasonable, because Respondent billed T.W. at his legal rate for services that do not require legal knowledge or skill, nor are they services for which a legal rate can be customarily charged in that locale.

56. On May 9, 2022, T.W. died. Respondent wrote two checks to himself drawn on account 5595 for his services that he purportedly provided to T.W. as her successor agent on her date of death, as described in paragraph nine, above.

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

- a. collecting an unreasonable fee or an unreasonable amount for expenses, by conduct including drawing 31 checks that totaled at least \$334,700 from T.W.'s checking account for non-legal work, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including drawing 31 checks that totaled at least \$334,700 from T.W.'s checking account for non-legal work, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Dishonestly Paying Invoices that Respondent Knew to Be False)

58. The Administrator realleges and incorporates paragraphs one through 56.

59. On February 5, 2021, Respondent's wife, whose initials are "D.B.," began working as a home health aide for T.W. while T.W. resided in the assisted living facility. T.W. required additional assistance beyond what her skilled nursing facility provided due to health issues, including dementia and a thyroid disorder. D.B. had a prior certification as an emergency medical services worker, which she allowed to expire, and she did not have current certifications for any healthcare work. Between February 5, 2021, and October 1, 2021, T.W. did not consistently have a home health aide separate from an employee at her assisted living facility.

60. Between March 4, 2021, and October 1, 2021, D.B. submitted invoices to Respondent for the home health services she claimed to have provided to T.W., and Respondent paid the invoices from account 5595. D.B.'s invoices listed the purported hours worked as a home health aide by D.B. but did not include descriptions of the services that D.B. claimed to have provided. Among the invoices from D.B. that Respondent paid were entries that reflected D.B. provided T.W. home health services for 24 hours in a single day, as reflected below.

| Date | Number of Hours Worked |
|---------|------------------------|
| 2/6/21 | 24 |
| 2/7/21 | 24 |
| 2/26/21 | 24 |
| 2/27/21 | 24 |
| 2/28/21 | 24 |
| 3/6/21 | 24 |
| 3/7/21 | 24 |
| 3/27/21 | 24 |
| 3/28/21 | 24 |
| 4/10/21 | 24 |
| 4/11/21 | 24 |
| 4/24/21 | 24 |
| 5/5/21 | 24 |
| 5/11/21 | 24 |
| 5/22/21 | 24 |
| 5/23/21 | 24 |

61. Respondent knew or should have known that D.B.'s invoices for purported home health services were excessive, because he knew T.W.'s health conditions, that she did not have a personal home health aide every day, and that D.B. did not explain what services she purportedly provided to T.W.

62. Between March 4, 2021, and October 1, 2021, Respondent wrote 14 checks to D.B. that he drew on account 5595 and made payable to D.B. for at least \$15,492.75 for D.B.'s purported home health aide services to T.W.

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 one or more clients will be materially limited by a personal interest of the lawyer, by conduct including paying his wife, D.B.'s, invoices despite knowing that the invoices were excessive, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including drawing on T.W.'s checking account to pay D.B.'s purported home health invoices, in an amount totaling at least \$15,492.75, knowing that certain charges were fraudulent, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(Conflict of Interest in Representing T.W. against Respondent's Spouse)

64. The Administrator realleges and incorporates paragraphs 58 through 62.

65. Prior to June 11, 2021, while D.B. purported to be providing home healthcare services to T.W., D.B. told Respondent that T.W. bit her finger. D.B. did not obtain medical attention for the purported injury, nor did she submit an insurance claim or submit a demand letter to Respondent for injuries sustained while working for T.W.

66. On June 11, 2021, Respondent paid D.B. \$1,000 from account 5595 by drawing a check on the account and making it payable to D.B. In the memo line of the check, Respondent wrote "PI claim." Respondent did not do any independent inquiry into D.B.'s purported injury.

67. At no time prior to June 11, 2021, did Respondent inform T.W. that there was a significant risk that his representation of T.W. in D.B.'s personal injury claim would be materially limited by his own personal interest in settling the matter in favor of his wife for \$1,000 or obtaining T.W.'s informed consent to his representation of T.W. regarding D.B.'s purported claim.

68. Prior to November 2, 2021, while D.B. purported to be providing home healthcare services for T.W., D.B. alleged that T.W. kicked her in the shin. D.B. did not obtain medical attention for the purported injury. D.B. did not obtain medical attention for the purported injury, nor did she submit an insurance claim or submit a demand letter to Respondent for injuries sustained while working for T.W.

69. On November 2, 2021, Respondent paid D.B. \$1,000 from T.W.'s account ending in 5595 by drawing a check on the account and making it payable to D.B. In the memo line of the check, Respondent wrote "PI claim." Respondent did not do any independent inquiry into D.B.'s purported injury.

70. At no time prior to November 2, 2021, did Respondent inform T.W. that there was a significant risk that his representation of T.W. in D.B.'s personal injury claim would be materially limited by his own personal interest in settling the matter in favor of his wife for \$1,000 or obtain T.W.'s informed consent to his representation of T.W. regarding D.B.'s purported claim.

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

- a. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, by conduct including Respondent's failure to discuss and obtain informed

