

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

In the Matter of:

TODD WILLIAM SIVIA,

No. 6285179,

HANNAH ELIZABETH SHORES,

No. 6333700,

Attorney-Respondents.

Commission No. 2026PR00033

Commission No. 2026PR00034

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 Respondents Todd William Sivia (“Respondent Sivia”), who was licensed to practice law in Illinois on May 5, 2005, and Hannah Elizabeth Shores (“Respondent Shores”), who was licensed to practice law in Illinois on December 16, 2019, and alleges that Respondents have engaged in the following conduct which subjects them to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Lack of Candor to a Tribunal – Dishonesty to Judge Mejias)

1. At all times alleged in this complaint, Respondent Sivia operated “Sivia Law,” a law firm which has its principal office in Edwardsville. Respondent Sivia concentrated his practice in business law and estate planning. Respondent Shores worked as an associate attorney for Sivia Law between July 2020 and April 2021. During her employment at Sivia Law,

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Respondent Shores concentrated her practice in estate planning. Respondent Shores was admitted to practice law in Missouri on September 18, 2019. Prior to joining Sivia Law, Respondent Shores practiced briefly at a small estate planning firm in Centralia.

2. On September 9, 2016, a woman with the initials “E.S.” filed a petition for dissolution of marriage in St. Clair County against her husband, a man with the initials “J.B.” On February 28, 2017, the court entered a judgment of dissolution of the couple’s marriage, which included a marital settlement agreement and parenting plan. As part of the marital settlement agreement and judgment, J.B. was required to maintain a \$500,000 life insurance policy, which he had previously purchased from Ohio National Life Insurance Company (“Ohio National”), with the parties’ two minor children listed as beneficiaries until such time as the youngest child turned 24 or graduated from high school, whichever occurred first. Due to the ages of the parties’ children, J.B. was required to maintain the policy with his children as the policy beneficiaries until at least May of 2024.

3. In September 2020, J.B. was diagnosed with a terminal medical condition. After he learned of his diagnosis, J.B. asked his former spouse, E.S., if she would consent to his changing the Ohio National life insurance policy to remove their minor children as beneficiaries and naming his then-girlfriend, a woman with the initials “S.R.,” as an additional beneficiary to the policy. E.S. refused to consent to J.B.’s proposed changes. Beginning in September of 2020, E.S.’s attorney, Susan Wilson requested proof from J.B. that the parties’ two minor children remained the sole beneficiaries of the life insurance policy.

4. On October 2, 2020, notwithstanding E.S.’s refusal to consent to beneficiary changes to the life insurance policy, and in contravention of the judgment for dissolution of marriage and the marital settlement agreement, J.B. and S.R. submitted a beneficiary change

form to Ohio National to remove J.B.'s minor children as beneficiaries of the life insurance policy and name S.R. as sole beneficiary. On or about November 6, 2020, Ohio National received the policy change form from J.B. and S.R. and made the requested changes to the life insurance policy shortly thereafter.

5. On October 23, 2020, Respondent Shores met with S.R. to discuss a proposed estate plan for J.B. During the consultation, Respondent Shores learned about J.B.'s and E.S.'s dissolution of marriage, and the marital settlement agreement, described in paragraph two, above. Following the consultation, Respondent Shores and Respondent Sivia discussed J.B.'s and S.R.'s request for representation. Respondent Shores told Respondent Sivia about the original dissolution judgment and the marital settlement agreement, including the changes J.B. and S.R. initiated that were inconsistent with the judgment and marital settlement agreement, as well as the history and current status of the ownership and beneficiaries of the Ohio National life insurance policy. On October 23, 2020, Respondent Shores billed J.B. \$94 for a meeting lasting 0.4 hours. Respondent Sivia also attended the meeting.

6. On October 26, 2020, following Respondent Shores's consultation with S.R., Respondents agreed to draft estate planning documents for J.B. Respondents agreed to charge \$235 per hour for the legal services provided. Respondent Shores, at Respondent Sivia's direction, told J.B. and S.R. that they did not need to pay Sivia Law an initial retainer fee. On October 26, 2020, Respondent Shores billed J.B. \$47 for a meeting she had with Respondent Sivia about the estate plan. On October 29, 2020, Respondent Shores billed J.B. \$94 for a telephone call she had with him regarding "estate plan distributions, ongoing lawsuit," and then \$47 for a telephone call she had with Respondent Sivia regarding "distributions."

7. Between October 26, 2020, and November 6, 2020, Respondent Shores and Respondent Sivia discussed how to draft estate planning documents for J.B., including what trust distributions to include in the documents according to J.B.'s directions. Respondent Shores drafted the estate planning documents thereafter, and Respondent Sivia reviewed them. On November 4, 2020, Respondent Shores billed J.B. \$47 for her review of an email from Respondent Sivia regarding the estate plan. On November 6, 2020, Respondent Shores billed J.B. \$423 for drafting estate planning documents, meeting with Respondent "re [*sic*] moving forward with the estate plan."

8. On November 12, 2020, Respondents met with J.B. and S.R., and J.B. executed the estate planning documents, which were drafted by Respondent Shores and reviewed by Respondent Sivia. The estate plan included a living trust that named S.R. as the trustee, a pour over will, a financial power of attorney, and a medical power of attorney that Respondent Shores prepared and Respondent Sivia approved. J.B.'s living trust was created with the expectation that the living trust would be funded with any settlement proceeds received from a wrongful death lawsuit. At the time the living trust was created and executed, J.B. had no other assets aside from a vehicle. The trust named as beneficiaries J.B.'s two minor children, S.R.'s two adult children, and S.R., and each was to receive an equal share of any assets. The executed documents named S.R. as a beneficiary of the living trust, along with J.B.'s two minor children and S.R.'s two adult children, and made S.R. J.B.'s power of attorney for financial and medical matters. Respondent Shores and Respondent Sivia billed J.B., respectively, \$352 and \$285 for their November 12, 2020 meeting with J.B. and S.R.

9. On or before November 12, 2020, Respondent Shores and Respondent Sivia were aware that J.B.'s marital settlement agreement, described in paragraph two, above, required that

J.B. maintain his two minor children as the sole beneficiaries of the Ohio National life insurance policy. On or before November 12, 2020, Respondent Shores and Respondent Sivia were further aware that J.B. submitted a beneficiary change form to Ohio National and named S.R. the sole beneficiary and owner of the Ohio National life insurance policy in place of his minor children in contravention of the marital settlement agreement. Neither Respondent Shores nor Respondent Sivia counseled J.B. to remove S.R. as the sole beneficiary and reinstate his minor children as the policy beneficiaries pursuant to the marital settlement agreement and judgment for dissolution of marriage. Respondent Sivia contacted another attorney in his firm and asked her advice, but he did not follow her advice to “settle” with E.S.

10. On November 14, 2020, J.B. and S.R. married. On November 16, 2020, J.B. started palliative hospice care for his terminal medical condition.

11. Prior to November 17, 2020, Ms. Wilson, who represented J.B.’s former spouse in the dissolution of the couple’s marriage, learned that J.B. had changed the beneficiaries and ownership of the Ohio National life insurance policy. On November 17, 2020, Ms. Wilson, on behalf of E.S., filed a post-judgment motion to prohibit the removal of the minor children as policy beneficiaries and also to reverse any custodian designation that J.B. may have made, and she served the motion on J.B. In her motion, Ms. Wilson also alleged that J.B. had recently married S.R. and named her custodian of the life insurance policy, contrary to the terms of the February 28, 2017 judgment of dissolution of marriage and the marital settlement agreement. The motion was assigned to the Honorable Alana Mejias and scheduled for a hearing on December 1, 2020.

12. On November 20, 2020, Respondent Shores, Respondent Sivia, and S.R. discussed the possibility of Sivia Law representing J.B. in the post-dissolution litigation related

to the beneficiary change in the life insurance policy, and Respondent Shores obtained a copy of the motion and discussed it with S.R. Respondent Shores and Respondent Sivia quoted S.R. a security retainer amount of \$2,000 to represent J.B. in any post-dissolution litigation. S.R. told Respondent Shores that J.B. could not afford a \$2,000 retainer at that time and asked if they could pay the remaining payment from an accelerated benefit disbursement the couple planned to request from the Ohio National life insurance policy (“accelerated benefit”). Respondent Shores then discussed with Respondent Sivia whether the firm could accept a partial payment of the retainer balance if J.B. paid the remaining retainer balance from the proceeds of the accelerated benefit payment.

13. Under the life insurance policy’s accelerated death benefit rider (“accelerated benefit”), a policyholder could apply for accelerated benefits, which were life insurance policy proceeds paid to the policyholder before the policyholder died. Under the accelerated death benefit rider, any benefits paid in advance of death would reduce the remaining cash value and death benefit of the policy by the amount advanced. On November 20, 2020, Respondent Shores and Respondent Sivia agreed that the firm would represent J.B. in the post-dissolution insurance matter for a lesser initial retainer amount if J.B. paid the remainder of the retainer from the proceeds of an accelerated benefit disbursement. S.R., acting under the authority purportedly conveyed by the property power of attorney for J.B. that Respondent Shores had drafted and that Respondent Sivia had reviewed, agreed that the firm would bill against the retainer at a rate of \$235 per hour for any work the firm performed related to J.B.’s post-dissolution litigation.

14. On November 27, 2020, S.R. used her credit card to pay Sivia Law a payment of \$500 toward the requested security retainer of \$2,000. Sivia Law deposited those funds into the firm client trust account the same day. Respondent Sivia received a copy of the receipt via email.

On or prior to November 27, 2020, S.R. and J.B. applied for an accelerated benefit of J.B.'s life insurance policy in the amount of \$250,000.

15. Respondent Sivia and Respondent Shores knew that J.B. requesting and using the accelerated benefit would be contrary to the requirements of the February 28, 2017 judgment for dissolution of marriage and the marital settlement agreement, and that the issue of the parties' and their minor children's entitlement to the Ohio National life insurance policy proceeds was before Judge Mejias.

16. On December 1, 2020, Sivia Law entered its appearance on behalf of J.B. On that same day, Respondent Shores appeared in court before Judge Mejias on the post-dissolution matter. Respondent Shores told Judge Mejias that J.B. removed his minor children as beneficiaries and named S.R. as the sole beneficiary to the Ohio National life insurance policy. Judge Mejias ordered J.B. to reverse the change that he recently made to his policy, to immediately remove the life insurance policy from J.B.'s trust, and to remove S.R. as custodian of the trust account. Judge Mejias further ordered J.B. to provide a copy of the life insurance policy to Wilson within 24 hours. Judge Mejias also ordered that, per the judgment of dissolution entered in the dissolution matter, the parties' minor children were to be the sole and irrevocable beneficiaries to the life insurance policy. Respondents received a copy of Judge Mejias's order and discussed the court's order with S.R. On December 1, 2020, Respondent Shores billed J.B. \$235 for attending the hearing on Zoom and meeting with Respondent Sivia and another associate attorney, Paul Marks ("Marks"), to discuss the hearing.

17. On December 4, 2020, Ohio National wired the proceeds of the accelerated benefit payment in the amount of \$250,000, less a \$14,000 penalty for an early distribution, for a total of \$236,000 into S.R.'s checking account ending in the four digits 6121 and held at Regions

Bank (“account 6121”). On December 4, 2020, Respondent Shores billed J.B. \$52 for discussing the “anticipated questions” from the court with Respondent Sivia.

18. On December 10, 2020, S.R. paid the firm \$1,500 from her checking account ending in 6121, which represented the unpaid balance of the \$2,000 retainer. As of that date, Respondents were aware that S.R. had received the accelerated benefit, and that the payment to the firm had come, at least in part, from that payment.

19. On December 10, 2020, Respondent Shores, at Respondent Sivia’s direction, filed a motion to reconsider Judge Mejias’s December 1, 2020 order on the basis that Judge Mejias had erred in her decision that the Ohio National life insurance policy was an asset in the dissolution of marriage proceeding rather than property. In her motion, Respondent Shores argued that the value of the Ohio National life insurance policy exceeded J.B.’s child support obligations, and, therefore, the entirety of the Ohio National life insurance policy proceeds should not be distributed to E.S. in the event of J.B.’s death, even though she was the custodial parent.

20. As of December 17, 2020, J.B. had not provided the life insurance policy documents reflecting the current policy beneficiaries to Ms. Wilson, as required by the court. On December 17, 2020, Wilson filed an emergency motion for sanctions requesting that J.B. be sanctioned for failing to provide the life insurance policy documents. As of December 17, 2020, neither Respondent Sivia nor Respondent Shores told Ms. Wilson or Judge Mejias that J.B. and S.R. had requested and received the accelerated benefit payment of \$236,000.

21. On December 21, 2020, Judge Mejias held a hearing on Ms. Wilson’s motion for sanctions on behalf of E.S. She also ordered, again, that J.B. remove the life insurance policy from his trust, that the parties’ minor children be named the sole and irrevocable beneficiaries to

the life insurance policy, and that Sivia Law provide proof of their client's compliance with her order within 21 days. Judge Mejias scheduled a hearing date for J.B.'s motion to reconsider her December 1, 2020 order for January 5, 2021.

22. During the December 21, 2020 hearing, Judge Mejias, Respondent Shores, and Wilson had the following exchange:

JUDGE MEJIAS: "[...]What other assets does he have?"

RESPONDENT SHORES: "I think -- I really think that's all that he has."

JUDGE MEJIAS: "Does he have a bank account?"

Ms. WILSON: "Your Honor, he has a very big truck which I heard was up for sale. And [E.S.] may know more about that. But he has the asset for his work. I don't know what else. But I know he at least had that. It was a very large truck. "

RESPONDENT SHORES: "But, uh --"

JUDGE MEJIAS: "Go ahead, [Respondent Shores]. "

RESPONDENT SHORES: "He's -- I mean he's -- he's dying. I understand. We can just switch it. I mean I know -- I think it's been an issue. But I just thought he's not going anywhere with the truck. I'm not sure what good that would do besides put him in more distress. I mean --"

WILSON: "If they did what they were ordered to do, Your Honor, any freeze you could put on something would be lifted. They have -- They have the keys to the courthouse -- I mean to the jail basically that they could obey the court order and then the freeze is lifted. The sanctions are being requested because of failure to obey now two different court orders. "

JUDGE MEJIAS: “Where is his bank account, [Respondent Shores]?”

RESPONDENT SHORES: “ I'm not sure. I can find out but I don't -- I don't have that information. I truly believe that it's minimal though. ”

23. In the exchange described in paragraph 22, above, Respondent Shores understood Judge Mejias’s question to be about whether J.B. had additional bank accounts. Respondent Shores knew that she had an obligation to disclose the accelerated benefit payment, but deliberately choice not to disclose the accelerated benefit payment to Judge Mejias.

24. On December 21, 2020, at 2:09 p.m., after appearing for the hearing on the motion for sanctions, S.R. emailed Respondent Shores and stated:

“[Respondent Shores],

I’m not sure [J.B.] will still be alive on January 5th. He certainly won’t be coherent enough to participate. I’m not telling him about the court order that took place today. I’m not sure we should keep filing motions when the Judge is clearly tainted with their lies. What is the next step if no further motions are filed? Please let me know if we owe you any additional money.

My main concern at this point is to protect the money that is in the Trust. I need your advice and guidance how to proceed in securing the money that is currently in the Trust account.

Please call me to discuss.”

25. On December 21, 2020, at 3:36 p.m., Respondent Shores emailed S.R. and asked “[d]id you put the money that you received from the life insurance in the trust?” Three minutes later, S.R. replied to Respondent Shore’s email and stated, “I did place the money from the life insurance into the Trust account. \$163,000 is currently in the account.” At 3:44 p.m., S.R. sent Respondent Shores an email and stated, “I am paying bills from the Trust account and any other financial needs that have occurred. [*sic*] I presume I can continue to do this?” On December 21,

2020, at 3:47 p.m., Respondent Shores replied to S.R., “Yes, I did not inform the judge that an advance was taken out on the life insurance policy. I told her his assets were minimal, otherwise, they would have frozen that account too.” On or about December 21, 2020, Respondent Shores told Respondent Sivia about her December 21, 2020 communications with S.R., including that S.R. and J.B. were using the proceeds of the accelerated benefit, after the December 1, 2020 hearing.

26. On January 4, 2021, Respondent Shores, at Respondent Sivia’s direction, filed a memorandum in support of her December 10, 2020, motion to reconsider, described in paragraph 19, above. Respondent Sivia reviewed the memorandum prior to Respondent Shores filing it. Respondent Sivia and Respondent Shores knew that J.B. and S.R. had received half of the value of \$500,000 policy and that S.R. had used a portion of the funds to pay expenses for herself and J.B. In the memorandum, Respondent Shores stated that the Ohio National life insurance policy was “worth approximately \$500,000.” Furthermore, Respondent Shores also addressed the court’s ability to amend the amount payable for the benefit of the children and stated:

“[J.B.] has paid the premiums which came from his post-marital efforts. The value of the life insurance has been preserved by the premium payments. The value of the distribution has been preserved further by the creation of the trust, which is intended to ensure a lesser-tax basis be paid by the life insurance policy.”

27. Respondent Shore’s statements in paragraph 26, above, that “the insurance policy was worth approximately \$500,000” and “the value of the distribution [had] been preserved” were false, because J.B. and S.R. requested and received the accelerated benefit in the amount of \$236,000, and the remaining value of the policy was no more than \$250,000.

28. Respondent Shores knew that her statements in her memorandum, described in paragraph 26, above, were false when she made them because Sivia Law had agreed on

November 20, 2020, that their retainer would be paid out of the accelerated benefit and because S.R. informed Respondent Shores on December 21, 2020 that J.B. and S.R. had received the accelerated benefit, had used approximately \$80,000 of the \$236,000 that they received, and knew that S.R. had asserted that the remaining funds belonged to her alone.

29. Respondent Sivia reviewed the memorandum in support of the motion to reconsider before it was filed, and knew that Respondent Shores's statements concerning the value of the policy and preservation of the policy were false, because he knew that J.B. and S.R. had received the proceeds of the accelerated benefit payment and used the funds for their personal benefit. Respondent Sivia took no action to remove the false statements, nor did he take remedial action after the memorandum was filed to mitigate the false statements.

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

- a. making a false statement of fact or law to a tribunal, by conduct including stating in her January 4, 2021, memorandum in support of the motion to reconsider that the policy was worth \$500,000 and that the value of the life insurance policy had been preserved, when she knew those statements to be false, in violation of Rule 3.3(a)(1) of the Illinois Rule of Professional Conduct (2010);
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including stating that the insurance policy was worth \$500,000, and stating that the life insurance policy had been preserved, when she knew those statements to be false, in violation of Rule 8.4(c) of the Rules of Professional Conduct (2010); and
- c. engaging in conduct prejudicial to the administration of justice, by conduct including making affirmative false statements to the court that J.B. and S.R. had received the accelerated life insurance benefit and had used it for their own purposes, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

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

- a. ordering or, with knowledge of specific conduct, ratifying conduct of another attorney, by conduct including directing Respondent Shores to take a retainer fee from J.B.'s accelerated life insurance benefit despite knowing that the court ordered J.B. to reinstate his two minor children as the sole irrevocable beneficiaries of the policy, in violation of Rule 5.1(c)(1) of the Illinois Rules of Professional Conduct (2010); and
- b. failing to take reasonable remedial action when having managerial authority over another attorney and knowing of the other attorney's conduct at a time when its consequences can be avoided or mitigated, by conduct including failing to notify the court that Sivia Law was aware J.B. received an accelerated life insurance benefit despite knowing of the court's order to reinstate J.B.'s two minor children as irrevocable beneficiaries of the policy, in violation of Rule 5.1(c)(2) of the Illinois Rules of Professional Conduct (2010).

COUNT II
(False Statement to a Court)

32. The Administrator realleges and incorporates paragraphs one through 29, above.

33. On January 5, 2021, Judge Mejias conducted a hearing on Respondent Shores's motion to reconsider. During the hearing, Respondent Shores told Judge Mejias that "we put the life insurance proceeds into [the trust]."

34. Respondent Shores's statement that "we put the life insurance proceeds into [the trust]" was false because the proceeds of the accelerated benefit went directly into S.R.'s account 6121 and then S.R. transferred a portion to the trust account.

35. At the time Respondent Shores made the statement described in paragraph 33, above, she knew the statement was false because on December 21, 2020, S.R. had informed

Respondent Shores that S.R. had received the accelerated benefit and had used a portion of the funds to pay expenses for herself and J.B.

36. On January 5, 2021, following the hearing on the motion, Judge Mejias denied the motion to reconsider.

37. On January 6, 2021, Respondent Sivia told Respondent Shores to refer S.R. to attorney Amanda Bradley to pursue an appeal of Judge Mejias's December 1, 2020 order. That same day, Respondent Sivia and Ms. Bradley, knowing that the accelerated benefit proceeds were in the trust account, exchanged text messages where they discussed strategies for retaining the life insurance proceeds for J.B. and S.R.. In the messages, the following exchange took place:

Respondent Sivia: "Also, if [the proceeds] are in the trust, it gives us the ability to defend [S.R.] with the life insurance proceeds[.]"

Ms. Bradley: "[T]hat it does. [W]hich is nice."

38. At no time between November 12, 2020, when Respondent Shores and S.R. met to execute estate planning documents, and January 14, 2021, the date of J.B.'s death, did Respondent Sivia, Respondent Shores, or anyone at Sivia Law communicate with J.B. After December 1, 2020, neither Respondent Sivia, Respondent Shores, nor anyone at Sivia Law communicated with J.B. regarding Judge Mejias's December 1, 2020, order and whether J.B. wanted to appeal that order. On January 14, 2021, J.B. died.

39. On January 12, 2021, during a status hearing on the post-decree life insurance policy litigation, Respondent Shores orally requested a stay of the proceeding so that J.B. could appeal the December 1 order. In response, Judge Mejias entered an order requiring J.B. to post an appeal bond in the amount of \$500,000 by January 15, 2021. J.B. did not obtain an appeal bond, and on January 22, 2021, Ms. Wilson filed a motion for sanctions as a result. In her

motion, she requested that the court find Respondent Shores in indirect civil contempt for failing to have J.B. obtain an appeal bond.

40. On April 9, 2021, Respondent Sivia appeared before Judge Mejias at a hearing on Wilson’s motion for sanctions filed. During the hearing, the following exchange took place:

RESPONDENT SIVIA: “So we didn't have -- we had very, very little limited information, and the only information that we had was coming from the client. And we –”

JUDGE MEJIAS: “Was it coming from your client or was it coming from the client's significant other?”

RESPONDENT SIVIA: “From the client. The client had capacity. The client had capacity through I think January, let me think, 10th, 15th, something like that, right before his death.”

41. Respondent Sivia’s statement in paragraph 40, above, that Respondent Sivia received information from the client, J.B., and not the client’s significant other, S.R., was false, because neither Respondent Sivia nor anyone at his firm had spoken with J.B. since November 12, 2020.

42. At the time Respondent Sivia made the statement described in paragraph 40, above, he knew the statements were false because he knew that neither he nor anyone at his firm had spoken with J.B. during the preceding December or January, and instead had only been in communication with S.R.

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

- a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including falsely stating to the court that Sivia Law received information from J.B.

personally, as described in paragraph 40, above, when he knew that neither Respondent Sivia, Respondent Shores, nor any other Sivia Law employee had communicated with J.B. personally since November 12, 2020, in violation of Rule 8.4(c) of the Rules of Professional Conduct (2010).

COUNT III

(Lack of Candor to a Tribunal – Dishonesty to Judge Katz)

44. The Administrator realleges and incorporates paragraphs 32 through 42, above.

45. Prior to January 7, 2021, Respondent Sivia and Respondent Shores referred S.R. to Ms. Bradley so that S.R. could appeal the court’s December 1, 2020 order.

46. On January 7, 2021, S.R. emailed Respondent Shores and Ms. Bradley and stated, “I need to prepare myself if we lose this appeal. I need to protect the money we have left. So if I need to move it, invest it, make it disappear I will.”

47. On January 22, 2021, attorney Charles Pierce filed a complaint, a motion for preliminary injunction, and petition for temporary restraining order on behalf of E.S. and her two minor children in St. Clair County. The complaint sought to enjoin S.R. from using the Ohio National life insurance proceeds, prohibit her from further using any funds already obtained, and hold S.R., Respondent Sivia, Respondent Shores, Sivia Law, and Ms. Bradley liable for S.R.’s unjust enrichment and wrongful conversion of funds. The matter was docketed by the St. Clair County Clerk of Court, and assigned to the Honorable Julie K. Katz.

48. On January 22, 2021, Judge Katz entered a temporary restraining order on an *ex parte* basis and set a hearing for February 1, 2021, on E.S.’s motion for preliminary injunction. Judge Katz stated the following in her January 22, 2021 order, which was emailed to Respondent Sivia and Respondent Shores the same day:

“In the event that [S.R.] has already filed for and/or received benefits, she is hereby ordered to place the same in an interest-

bearing account and not to use the proceeds of those benefits for any purpose.”

49. On January 25, 2021, Respondent Shores emailed S.R. that she had a meeting today to discuss a “plan of action.” Also on January 25, 2021, Ms. Bradley emailed S.R. and Respondent Shores and said that she “spoke with [Respondent Sivia] and [Respondent Shores] some. We are discussing the best way to handle it.”

50. On February 1, 2021, Respondent Sivia, Respondent Shores, and Ms. Bradley appeared in court for the hearing on E.S.’s motion for preliminary injunction. During the hearing, but prior to granting the preliminary injunction, Judge Katz asked Respondent Sivia and Respondent Shores if either had any other information to tell the court with respect to the status of the life insurance funds. Neither Respondent told Judge Katz in response to her question—or at any point during the February 1, 2021, hearing—that S.R. and J.B. had received an accelerated life insurance benefit and that S.R. had used a significant portion of the proceeds of the accelerated benefit for her and J.B.’s purposes.

51. Respondent Sivia and Respondent Shores’s omissions of information regarding the use of the accelerated life insurance benefit, as described in paragraph 50, above, was dishonest, because Respondents knew that Judge Katz was inquiring about the status of the life insurance proceeds, and knew at the time Judge Katz was inquiring about those proceeds that S.R. had used the accelerated life insurance benefit for her own purposes and to the detriment of J.B.’s minor children.

52. By reason of the conduct described above, Respondent Sivia and Respondent Shores have engaged in the following misconduct:

- a. engaging in conduct involving dishonest, fraud, deceit, or misrepresentation, by conduct including misrepresenting by omission S.R.’s use of the accelerated life insurance benefit

during the February 1, 2021, hearing on the motion for preliminary injunction, in violation of Rule 8.4(c) of the Rules of Professional Conduct (2010); and

- b. engaging in conduct prejudicial to the administration of justice, by conduct including misrepresenting by omission the fact of S.R.'s use of the accelerated life insurance benefit when questioned by Judge Katz about the status of the funds on February 1, 2021, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and 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
Attorney Registration and
Disciplinary Commission

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