

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

In the Matter of:

AMANDA KELTON BRADLEY,

No. 6281065,

Attorney-Respondent.

Commission No. 2026PR00035

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Rachel C. Miller, pursuant to Supreme Court Rule 753(b), complains of Respondent Amanda Kelton Bradley (“Respondent”), who was licensed to practice law in Illinois on November 6, 2003, and alleges that Respondent has engaged in the following conduct which subjects her to discipline pursuant to Supreme Court Rule 770:

COUNT I

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

1. 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, J.B. was required to maintain a \$500,000 life insurance policy, which he had previously taken out with Ohio National Life Insurance Company (“life insurance policy”), 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’ minor

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children, J.B. was required to maintain the policy with his minor children as the policy beneficiaries until at least May of 2024.

2. Under the life insurance policy's accelerated life insurance rider, a policyholder could apply for accelerated death benefits which were life insurance policy proceeds paid to the policyholder before the policy holder died. Under the accelerated life insurance rider, any benefits paid in advance of death would reduce the remaining cash value of the policy by the amount advanced.

3. In September 2020, J.B. was diagnosed with terminal cancer. After he learned of his diagnosis, J.B. asked his former spouse, E.S., if she would consent to his change of the life insurance policy to list his then-girlfriend, a woman with the initials "S.R.," as a policy beneficiary. E.S. refused to consent to J.B.'s proposed change. Notwithstanding E.S.'s refusal to consent to beneficiary changes to the life insurance policy, and in contravention of the marital settlement agreement and judgment for dissolution of marriage, on October 2, 2020, J.B. and S.R. submitted a beneficiary change form to Ohio National to change ownership of the policy from J.B. to S.R, and to make S.R. the sole beneficiary of the policy. Ohio National received the policy change form from J.B. and S.R. and by November 6, 2020, made those changes to the life insurance policy.

4. Between October 23, 2020, and November 12, 2020, attorney Hannah Shores and attorney Todd Sivia agreed to represent J.B. in drafting his estate planning documents. The executed documents named S.R. as a beneficiary of a 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. On November 14, 2020, J.B. and S.R. married. On November 16, 2020, J.B. started palliative hospice care for his terminal cancer.

5. In November 2020, after learning that J.B. had changed the beneficiaries and ownership of the life insurance policy, E.S.'s attorney, Susan Wilson ("Wilson"), filed a post-judgment motion in the dissolution of marriage case to prohibit a 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. The matter was assigned to the call of the Hon. Alana Mejias and scheduled for a hearing on the motion on December 1, 2020.

6. On November 20, 2020, Mr. Sivia, Ms. Shores, and S.R. agreed that Sivia Law would represent J.B. in post-dissolution litigation related to the beneficiary change in the life insurance policy. On December 1, 2020, Ms. Shores entered Sivia Law's appearance on behalf of J.B. On that same day, following a hearing on the motion filed on E.S.'s behalf, described in paragraph five, above, Judge Mejias ordered J.B. to reverse the recent change to his life insurance policy, immediately remove the life insurance policy from J.B.'s trust, and remove S.R. as custodian of the trust account. 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. Judge Mejias also found J.B. in contempt for failing to provide proof that the children were named the sole beneficiaries to the Ohio National life insurance policy.

7. Prior to December 2, 2020, J.B. and S.R. submitted a request for disbursement of an accelerated life insurance benefit to Ohio National. On December 2, 2020, Ohio National wired an accelerated life insurance benefit, as described in paragraph two, above, of \$236,000 into S.R.'s checking account ending in 6121 at Regions Bank. On December 4, 2020, S.R. transferred \$200,000 from her personal checking account to the J.T. Blassingame Living Trust and left the remaining \$50,000 in her checking account.

8. On December 10, 2020, Ms. Shores, at Mr. Sivia's direction, filed a motion to reconsider Judge Mejias's December 1, 2020 order, described in paragraph six, above. On or around December 31, 2020, Ms. Shores referred S.R. to Respondent for representation in an appeal of Judge Mejias's December 1, 2020 order. On or around January 2, 2021, Respondent and S.R., acting as J.B.'s agent under a power of attorney, agreed that Respondent would represent J.B. in an appeal of the order and, in exchange, Respondent agreed to accept an initial security retainer payment of \$10,000, plus an additional \$761 for filing fees and costs. During this conversation, S.R. told Respondent that she had already spent approximately \$150,000 of the accelerated benefit that she and J.B. had received on December 2, 2020.

9. On January 5, 2021, Judge Mejias conducted a hearing on Ms. Shores's motion to reconsider the December 1, 2020 order in the post-judgment dissolution case. On January 5, 2021, following the hearing on the motion, Judge Mejias denied the motion to reconsider.

10. On January 6, 2021, S.R. drew on the J.T. Blassingame Living Trust to pay Respondent \$10,761. Respondent received the funds and deposited them into her client trust account on January 7, 2021.

11. Respondent knew or should have known at the time she received the payment from S.R., described in paragraph 10, above, that the payment was drawn on funds that Judge Mejias had order be used only for the benefit of the minor children.

12. On January 6, 2021, Respondent and Mr. Sivia 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:

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

RESPONDENT: “[T]hat it does. [W]hich is nice.”

13. On January 6, 2021, Respondent filed an appeal in the Fifth District Appellate Court on behalf of J.B. of Judge Mejias’s December 1, 2020 order. Respondent’s notice of appeal stated that she requested the court reverse the order “ordering [J.B.] to name [his former spouse, E.S.] the custodian of the life insurance policy and [finding] [J.B.] in contempt for his placing the future proceeds in trust.” On January 14, 2021, J.B. died.

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

15. On January 22, 2021, Judge Katz entered a temporary restraining order on an *ex parte* basis and set a hearing on February 1, 2021, concerning E.S.’s motion for a preliminary injunction. Judge Katz stated in her January 22, 2021, order, which was emailed to S.R. 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.”

16. On January 27, 2021, Respondent entered her appearance in the St. Clair County matter on behalf of S.R., and she appeared on her behalf at a hearing on E.S.’s motion for preliminary injunction on February 1, 2021. During the hearing, but prior to granting the preliminary injunction, Judge Katz asked Respondent if she had any other information to tell the court with respect to the status of the life insurance funds. Respondent did not tell 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 approximately \$150,000 the life insurance benefit for her own purposes.

17. Respondent’s omission of information regarding the use of the accelerated life insurance benefit, as described in paragraph 16, above, was dishonest, because Respondent knew that Judge Katz was inquiring about the status of the life insurance proceeds that had been the subject of Judge Mejias’s December 1, 2020 order, which required J.B. to reverse the recent change to his life insurance policy, immediately remove the life insurance policy from his trust, remove S.R. as custodian of the trust account, and name the parties’ minor children as the sole and irrevocable beneficiaries to the life insurance policy. Judge Mejias also found J.B. in contempt for failing to provide proof that the children were named the sole beneficiaries to the Ohio National life insurance policy. Respondent knew at the time that Judge Katz was inquiring about the accelerated benefit payment proceeds that the information about S.R.’s receipt and use of the accelerated benefit payment proceeds was material to the issues before the court, and she knew that S.R. had used the accelerated life insurance benefit for her own purposes and to the detriment of J.B.’s minor children.

18. By reason of the conduct described above, Respondent has 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

By: /s/ Rachel C. Miller
Rachel C. Miller

Rachel C. Miller
Counsel for Administrator
3161 W. White Oaks Dr., Suite 301
Springfield, IL 62704
Telephone: (217) 546-3523
Email: ARDCeservice@iadc.org
Email: rmiller@iadc.org

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