In re Thomas Guy DeVore
Attorney-Respondent

Commission No. 2024PR00014

Synopsis of Hearing Board Report and Recommendation
(April 2025)

The Administrator brought a six-count Complaint against Respondent, charging him with multiple Rule violations arising from his dating and business relationships with a client. Based on the admissions and the evidence, the Hearing Board found that the Administrator proved by clear and convincing evidence that Respondent violated Rules 1.7(a)(2) and 1.8(j) by engaging in a conflict of interest and a sexual relationship with a current client; Rule 1.8(a) by entering into a business transaction with the client without providing the required safeguards; Rule 3.1 by bringing a frivolous chancery case against the client; Rule 4.4(a) by sending a disparaging email while representing a client that had no substantial purpose other than to embarrass, burden, or delay a third person; Rule 4.2 by twice communicating with a known represented party about the subject of the representation; and Rule 8.4(d) by causing the adjudication of a motion for sanctions against him, which prejudiced the administration of justice. The Hearing Board found insufficient proof that Respondent knowingly disobeyed an obligation under the rules of a tribunal as proscribed by Rule 3.4(c), violated Rule 3.1 by filing an order of protection case against the client, or violated Rule 4.4(a) by filing either of the court cases. The Hearing Board recommended a 60-day suspension due to the Rule violations, substantial mitigation, lack of aggravation, and relevant case law.

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

FILED
April 14, 2025
ARDC CLERK

In the Matter of:

THOMAS GUY DEVORE,

Attorney-Respondent,

No. 6305737.

Commission No. 2024PR00014

REPORT AND RECOMMENDATION OF THE HEARING BOARD

SUMMARY OF THE REPORT

The Administrator charged Respondent with violating Rules 1.7(a)(2), 1.8(a), 1.8(j), 3.1, 3.4(c), 4.2, 4.4(a), and 8.4(d) by engaging in a conflict of interest and sexual relationship with a current client, entering into a prohibited business transaction with that client, copying the client on an email disparaging her, bringing frivolous chancery and order of protection proceedings against the client with no substantial purpose other than to embarrass, burden, or delay her, knowingly disobeying the automatic stay in the client's bankruptcy case, emailing the client twice about her bankruptcy despite knowing she was represented by another attorney in that matter, and being sanctioned by the bankruptcy court for his conduct. The Hearing Board found that Respondent engaged in all of the alleged misconduct except the Rule 3.4 charges and some of the Rule 3.1 and Rule 4.4(a) charges. The Hearing Board recommended a 60-day suspension based on the proven Rule violations, substantial mitigating factors, and absence of aggravating factors.

INTRODUCTION

The hearing in this matter was held on December 4 and 5, 2024, at the Springfield office of the Attorney Registration and Disciplinary Commission (ARDC) before a panel of the Hearing

Board consisting of Janaki H. Nair, Laura K. Beasley, and Brian B. Duff. Rachel C. Miller represented the Administrator. Respondent was present and was represented by Samuel J. Manella and Stephanie L. Stewart.

PLEADINGS AND MISCONDUCT ALLEGED

On March 6, 2024, the Administrator filed a six-count Complaint charging Respondent with violating the following Illinois Rules of Professional Conduct (2010): engaging in a conflict of interest and a sexual relationship with a current client, in violation of Rules 1.7(a)(2) and 1.8(j) (Count I); entering into a business transaction with a client without providing the required protections, in violation of Rule 1.8(a) (Count II); bringing frivolous proceedings and knowingly disobeying an obligation under the rules of a tribunal, in violation of Rules 3.1 and 3.4(c) (Counts III, IV, and V); using means while representing a client that had no substantial purpose other than to embarrass, burden, or delay a third person, in violation of Rule 4.4(a) (Counts III and IV); engaging in conduct prejudicial to the administration of justice, in violation of Rule 8.4(d) (Counts V and VI); and communicating with a known represented party about the subject of the representation, in violation of Rule 4.2 (Count VI). On April 15, 2024, Respondent filed an Answer in which he admitted some factual allegations, denied some factual allegations, and denied misconduct.

EVIDENCE

The Administrator called three witnesses, including Respondent as an adverse witness, and Administrator's Exhibits 1-37 were admitted. (Tr. 6). Respondent testified on his own behalf and called five additional witnesses. Respondent's Exhibits 1-22 and 24-26 were admitted. (Tr. 7, 388-90).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Administrator bears the burden of proving the charges of misconduct by clear and convincing evidence. In re Thomas, 2012 IL 113035, ¶ 56. Clear and convincing evidence constitutes a high level of certainty, which is greater than a preponderance of the evidence but less stringent than proof beyond a reasonable doubt. People v. Williams, 143 Ill. 2d 477, 484-85, 577 N.E.2d 762 (1991). The Hearing Board assesses witness credibility, resolves conflicting testimony, makes factual findings, and determines whether the Administrator met the burden of proof. In re Winthrop, 219 Ill. 2d 526, 542-43, 848 N.E.2d 961 (2006).

I. Respondent is charged with engaging in a conflict of interest and a sexual relationship with a current client, in violation of Rules 1.7(a)(2) and 1.8(j) (Count I).

A. Summary

We find that the Administrator proved by clear and convincing evidence that Respondent began a sexual relationship with his client, R.C., after their attorney-client relationship commenced, which also constituted a conflict of interest. We find that Respondent's conduct violated Rules 1.7(a)(2) and 1.8(j).

B. Admitted Facts and Evidence Considered

On May 11, 2020, R.C., who owned a hair salon, retained Respondent to assist her in seeking relief from the statewide mandated closure of non-essential businesses due to the COVID-19 pandemic. (Ans. at pars. 2, 3; Tr. 174). Respondent agreed to send certified letters to three government agencies on behalf of R.C. and her salon. Their legal services agreement stated that Respondent would inform R.C. in writing of the agencies' response, and "a separate written agreement between Attorney and Client will be required" for any additional legal services. (Ans. at pars. 4-5; Tr. 36-38, 175-76, 221-23; Adm. Ex. 1; Res. Ex. 2 at 24-28).

Respondent sent the three government agency letters. (Tr. 42). Around May 19, 2020, R.C. reopened her salon after learning that the State had deemed salons providing hair extensions to be essential businesses. (Tr. 223; Res. Ex. 2 at 7-9, 29-30). The next day, Respondent called R.C. to congratulate her for the salon's reopening being featured on the news. This was their first conversation, as R.C. had previously interacted only with Respondent's staff. (Tr. 37-38, 176-77).

On May 27, 2020, Respondent sent a cease-and-desist notice to local police on behalf of three businesses including R.C. and her salon. He stated, "our firm believes your office is keenly aware that we have at all times represented [these] businesses." He demanded that no officers communicate with or approach his clients without him present. R.C. was copied on the notice, which did not specify an end date for this demand or Respondent's representation. (Tr. 40-42, 180; Adm. Ex. 2).

On May 29, 2020, Governor J.B. Pritzker's executive order allowed all Illinois businesses to reopen. (Tr. 302-303).[1] Respondent met R.C. in person for the first time that day, when she invited him out to a restaurant to celebrate with other business owners. (Tr. 38-40, 177, 224).

In the summer of 2020, Respondent performed additional legal services for R.C. and her salon. They signed no other written retainer agreements, and Respondent did not charge for these services. (Ans. at pars. 12, 23; Tr. 45-46, 73-74, 83-85, 165, 181). On June 10, 2020, he sent a debt collection letter to a salon customer, requesting payment to his office within five days and stating that he may sue the customer. (Ans. at par. 10; Tr. 44-46, 181-82; Adm. Ex. 3). On June 15, 2020, he represented R.C. in filing an order of protection petition. (Ans. at pars. 11-13; Tr. 46-48, 183-85; Adm. Ex. 4). On July 23, 2020, Respondent filed a lawsuit on behalf of R.C. and other plaintiffs against Governor Pritzker related to the COVID-19 pandemic. (Tr. 83-85; Adm. Ex. 34).

Respondent also gathered information from R.C. and prepared the pleadings for her dissolution of marriage, which he emailed to his law firm associate[2] Eric Hyam for filing on June 16, 2020. (Ans. at pars. 18-19; Tr. 58-64; Adm. Ex. 5-11). Hyam was the attorney of record, but Respondent continued to be involved and pass along information from R.C. (Ans. at par. 20; Tr. 63-65, 163-65). For example, on June 25, 2020, Respondent agreed to prepare a supplemental affidavit, and, on July 6, 2020, he emailed maintenance and child support calculations to Hyam. (Tr. 65-73; Adm. Ex. 12-14). However, Respondent testified that he was not significantly involved after helping to start this case because he was busy with other clients' matters. (Tr. 307-308).

R.C. testified that Respondent was the lawyer she communicated with about her divorce until November or December 2020. Hyam testified that he worked with Respondent on this case, and Hyam acknowledged that his billing records did not include any communication with R.C. between June and December 2020. (Tr. 165-71, 188-90; Adm. Ex. 16). Hyam represented R.C. until July 2021, when he withdrew because his "affiliation" with Respondent "has been a distraction and it's been getting worse." (Tr. 191-92; Adm. Ex. 20).

Respondent and R.C. were in a romantic relationship from May or June 2020 to February 2023. (Tr. 238-39, 310-11). However, they gave conflicting testimony about when their sexual relationship began and whether he was her attorney at that time. Respondent testified that the sexual relationship began on June 6, 2020, whereas R.C. testified that it began on June 15, 2020. (Tr. 43-44, 51-54, 182-83, 186-88, 231-34). Respondent testified that he believed his representation of R.C. ended with the issuance of the Governor's executive order on May 29, 2020, which rendered his May 27, 2020, cease-and-desist notice "moot." (Tr. 41-42, 303). R.C. testified that Respondent was handling other legal matters for her in June 2020, including the debt collection and order of protection matters, "[b]ecause he was my lawyer." (Tr. 181-84).

However, in June 2021, during the Administrator's initial investigation of Respondent's conduct, R.C. reported that she was not Respondent's client when their sexual relationship began. (Tr. 245, 248; Res. Ex. 2 at 4-6). In 2022, Respondent ran for Illinois Attorney General, which brought his personal life into the limelight. In June 2022, in response to an article criticizing their relationship, R.C. asserted on social media that their attorney-client relationship ended with Respondent's writing of the government agency letters for her salon and that she "was NEVER a client having sexual relations with him." (Tr. 236-38, 284-87; Res. Ex. 7 (emphasis in original)). In this hearing, R.C. admitted that the earlier statements were lies to protect her dating relationship and Respondent, and that she would lie to protect her interests. (Tr. 196-99, 238, 245-46, 248, 285-86).

C. Analysis and Conclusions

Rule 1.7(a)(2) prohibits a lawyer from representing a client while there is a significant risk that the representation will be materially limited by a personal interest of the lawyer, as this constitutes a conflict of interest. Ill. R. Prof'l Cond. R. 1.7(a)(2). Rule 1.8 contains specific rules on conflicts of interest, including subsection (j), which prohibits a lawyer from having sexual relations with a client unless a consensual sexual relationship existed between them when their attorney-client relationship commenced. Id. at R. 1.8(j). The Administrator charged Respondent with violating these Rules by beginning a sexual relationship with R.C. after she became his client.

It is undisputed that Respondent and R.C.'s attorney-client relationship began on May 11, 2020, when she retained him to send letters to three government agencies, seeking the reopening of her hair salon. However, the parties disagree over whether Respondent's provision of this service or the reopening of all businesses statewide on May 29, 2020, ended the attorney-client relationship, freeing Respondent to begin a sexual relationship with R.C. before he represented her in other legal matters in June 2020.

The general rule is that "an attorney's relation to a client ceases on rendition and satisfaction of the matter which the attorney was employed to conduct, in absence of special circumstances or arrangements which show a continuation of the relationship." In re Imming, 131 Ill. 2d 239, 252, 545 N.E.2d 715 (1989). By May 20, 2020, Respondent had sent the three government agency letters and spoken with R.C. about the successful reopening of her salon. There was no evidence that Respondent communicated the agencies' response to R.C. in writing, per their legal services agreement. Even if their verbal conversation concluded Respondent's initial services, his work for R.C. did not stop there. He copied her on the May 27, 2020, cease-and-desist notice, which contained an indefinite demand for all police communication regarding R.C. and her salon to go through him. Over the following three weeks, Respondent sent a debt collection letter on behalf of R.C.'s salon, represented R.C. in court in an order of protection case, and gathered from her all of the information needed to prepare her dissolution of marriage pleadings. By providing these additional legal services, Respondent demonstrated an unbroken continuation of his attorney-client relationship with R.C.

Closeness of time between the end of one legal matter and the start of the next is an example of "special circumstances" that would cause a client to believe there is an ongoing attorney-client relationship. Imming, 131 Ill. 2d at 253-54. "The client's reasonable belief that the attorney is acting as his or her attorney is a significant factor in determining whether there is, or is not, an attorney client relationship." In re Childs, 07 CH 95, M.R. 24094 (Nov. 12, 2010) (Review Bd. at 10). Although R.C. admitted to lying and changing her story about whether she actually believed she was Respondent's client when their sexual relationship began in early June 2020, the contemporaneous actions of R.C. and Respondent speak louder than words. A reasonable client in R.C.'s position would have thought Respondent was her lawyer at that time, when Respondent

asserted his ongoing representation of R.C. in the May 27, 2020, cease-and-desist notice and continued to act as her lawyer in four distinct legal matters in the short time between May 11 and June 16, 2020. All of this occurred despite their written agreement that legal services beyond the initial three letters would require a separate written agreement. By continuing to take on R.C.'s legal matters, Respondent gave her the reasonable impression that his representation was ongoing.

We further find that the executive order reopening businesses statewide on May 29, 2020, did not terminate the attorney-client relationship. The timing and scope of that executive order support Respondent's argument that he completed his initial legal services for R.C. in May 2020. However, in accordance with Imming, we find that Respondent's provision of the additional legal services to R.C. over the following weeks established the "special circumstances or arrangements" of an ongoing attorney-client relationship.

For these reasons, we conclude that there was no gap in Respondent's attorney-client relationship with R.C. from May 11, 2020, through June 2020. Therefore, it is unnecessary to determine whether Respondent and R.C. first had sexual relations on June 6 or June 15, 2020. Either way, the sexual relationship began after the attorney-client relationship commenced, which constitutes a violation of Rule 1.8(j).

Additionally, we find that Respondent's conduct violated Rule 1.7(a)(2), which prohibits a lawyer from representing a client if there is a significant risk that the representation will be materially limited by a personal interest of the lawyer. The Comments specifically identify Rule 1.8(j) sexual relationships as a type of personal interest conflict prohibited by Rule 1.7. Ill. R. Prof'l Cond. R. 1.7, Comments 10, 12. The evidence is uncontroverted that Respondent and R.C. engaged in a consensual sexual relationship, but even consensual sexual activity between an attorney and a client constitutes an impermissible conflict of interest because the attorney's

emotional involvement with the client creates a significant risk that the attorney's independent professional judgment will be impaired. In re Erwin, 04 CH 114, M.R. 22401 (Sept. 16, 2008) (Hearing Bd. at 35-37); In re Reilly, 99 SH 70, M.R. 18165 (Sept. 19, 2002) (Review Bd. at 9-10).

For these reasons, we find that the Administrator proved by clear and convincing evidence that Respondent violated Rules 1.7(a)(2) and 1.8(j).

II. Respondent is charged with entering into a business transaction with a client, including establishing and funding a business together, without providing the required protections, in violation of Rule 1.8(a) (Count II).

A. Summary

We find that the Administrator proved by clear and convincing evidence that, by forming a business with client R.C. and obtaining loans with her to fund the company, without providing the required safeguards, Respondent entered into a prohibited business transaction with a client. We find that Respondent's conduct violated Rule 1.8(a).

B. Admitted Facts and Evidence Considered

We consider the following admitted facts and evidence, in addition to those described in Section I(B).

Respondent testified that the lawsuit he filed on R.C.'s behalf against Governor Pritzker was dismissed in December 2020. He discussed this with R.C. but did not notify her in writing because they were in a dating relationship. (Tr. 86-87, 325-28). The court docket sheet indicates that Respondent continued to represent R.C. in that case until February 2021. (Adm. Ex. 35 at 14). Respondent's firm also represented R.C. in her divorce case until his associate Hyam withdrew on July 9, 2021. (Ans. at par. 28).

The parties disagreed over whether Respondent represented R.C. during the startup of a hair care products business that became a limited liability company on August 22, 2021 ("the Company"). In early 2020, R.C. began working with a public relations agent on creating her own

hair care product line. (Tr. 200). Respondent admitted that, in spring 2021, he first learned that R.C. had entered into a written agreement for the development of hair care products. (Ans. at par. 30). Likewise, R.C. testified that she began discussing the business with Respondent several months before its incorporation. (Tr. 203).

Both Respondent and R.C. testified that his involvement with the Company began in summer 2021. According to Respondent, he first got involved a week or two before the incorporation, at a time when R.C. was not his client. (Tr. 91-92, 200-202, 328-29). He testified that he did not know about R.C.'s investment in what was then a loose concept of a business venture until she asked him to pay an installment on her contract with a branding agent in July or August 2021. (Tr. 92-94). Respondent and R.C. testified that he paid the $5,000 for her. (Tr. 94, 251). He further testified that, when she asked him to make the next month's payment, he asked to see her contract and then provided his "business opinion" "as her boyfriend" that she was paying someone to put a custom label on a generic product rather than creating her own product line. (Tr. 94-97). Respondent and R.C. testified that he agreed to help her achieve her dream. (Tr. 96, 251-52).

On August 22, 2021, Respondent created the Company entity on the Illinois Secretary of State's website and named himself as the registered agent. (Tr. 91-92, 97-98, 205). He testified that he sought business funding from his bank, which required an operating agreement, so he drafted one in November 2021. (Tr. 92, 102-104). Although he had never drafted an operating agreement in his previous 14-year career as an accountant specializing in business development, he had drafted a few operating agreements and read many during his subsequent 13-year career as an attorney. (Tr. 33, 89-90). Respondent and R.C. signed the operating agreement in November 2021. It had an effective date of August 22, 2021, and stated it was prepared by Respondent, with

his law firm's name and contact information printed on the cover page. (Tr. 90-92; Res. Ex. 8 at 1). It made Respondent and R.C. the sole members and managers of the Company, each with a 50% membership interest. (Res. Ex. 8 at 5, 9, 21-22). Respondent testified that, prior to signing, he explained to R.C. only that they needed an operating agreement and that it made them "equal partners" in the business. (Tr. 102-103).

In November 2021 and March 2022, Respondent and R.C. obtained two loans of $250,000 each for product development, inventory, and shipping costs. (Ans. at par. 37; Tr. 102-106, 253-56; Res. Ex. 10-11). In October 2022, these were rolled into a third and final loan, which expanded the principal to a total of approximately $600,000 and matured on June 1, 2023. (Ans. at par. 40; Tr. 106-107, 206-107, 256-57; Res. Ex. 12). Both Respondent and R.C. signed commercial guaranties, making them personally liable for the loan, but only Respondent pledged collateral. (Ans. at par. 38-39; Tr. 254; Adm. Ex. 22 at 8-27; Res. Ex. 10-12).

Respondent testified that he did not explain the loan documents to R.C., but the bank's loan officer did so at the closing. (Tr. 105). He admitted that, at no point prior to March 29, 2022, did he advise R.C. of the right to seek independent counsel with respect to the loans, nor did he have her provide written consent to the terms of that transaction. (Ans. at par. 42).

C. Analysis and Conclusions

Rule 1.8(a) prohibits a lawyer from entering into a business transaction with a client unless three safeguards are in place: (1) the transaction terms are fair, reasonable, and fully disclosed in writing to the client; (2) the client is informed in writing that he or she may seek independent counsel and has a reasonable opportunity to do so; and (3) the client gives written informed consent to the transaction's essential terms and the lawyer's role in the transaction. Ill. R. Prof'l Cond. R. 1.8(a). Otherwise, the transaction constitutes a conflict of interest, which poses the greatest risk to a client when the lawyer is both a legal adviser and a participant in the transaction. Id. at R. 1.8,

Comment 3. The Administrator charged Respondent with violating Rule 1.8(a) by conduct including entering into the operating agreement with client R.C. and entering into a loan agreement on behalf of the Company with client R.C., without providing the second and third safeguards.

The Administrator did not dispute that the transaction terms were fair, reasonable, and fully disclosed in writing, as R.C. signed the written operating agreement and loan documents. However, there was no evidence that the other two Rule 1.8(a) protections occurred at any point in relation to the startup of the Company, so we find that they were not provided. We also find that forming and funding a business entity with another person clearly constitutes a business transaction. Thus, the only disputed element of this charge is whether R.C. was Respondent's client during the formation and funding of the Company.

Practicing law "encompasses not only court appearances, but also services rendered out of court …, and includes the giving of any advice or rendering of any service requiring the use of legal knowledge." In re Howard, 188 Ill. 2d 423, 438, 721 N.E.2d 1126 (1999). In that case, the attorney was found to have practiced law by gathering and examining information from clients and then advising those clients about future action to take. Id. Accordingly, we find that Respondent provided legal services to R.C. in July or August 2021 when he asked to see her branding contract, advised her about her misunderstanding of its meaning and effect, and then took steps to help her achieve her business goals. We are not persuaded by Respondent's attempt to reframe this interaction as "business advice" from a boyfriend to his girlfriend. A lawyer does not simply change hats between attorney and businessman when giving legal advice on a business matter. He remains bound to his ethical obligations while providing legal services, even if the client also relies on his business expertise. Imming, 131 Ill. 2d at 252-54.

Respondent continued representing R.C. by turning her loose concept of a business venture into a limited liability corporation in August 2021 and by drafting an operating agreement so the Company could obtain a loan in November 2021. Respondent admitted that such drafting was not part of his previous business career but was within his experience as an attorney. He also identified himself and his law firm as the preparer of the operating agreement, and he advised R.C. about the operating agreement's purpose and effect on her. For these reasons, we find that R.C. was Respondent's client during the formation and funding of the Company.

In further support of our conclusion, we find that a reasonable client in R.C.'s position would have thought that Respondent continued to be her attorney during the startup of the Company, based on their attorney-client relationship over the previous year and a half. We have found that Respondent continuously represented R.C. between May 11, 2020, and June 2020. We also find that Respondent's firm represented her as counsel of record from June 2020 to July 9, 2021, and that Respondent worked with his associate on R.C.'s divorce case during that time. When Respondent advised R.C. on her contract mere weeks later, R.C. had been represented by Respondent and his firm in numerous personal and business legal matters throughout at least 14 of the previous 15 months. Respondent's actions during the startup of the Company demonstrated his continued pattern of acting as R.C.'s attorney as her legal needs arose. Given this pattern and the closeness of time between the end of R.C.'s divorce representation and the start of Respondent's legal services to R.C. in relation to the Company, we find that Respondent gave R.C. the reasonable impression that their attorney-client relationship continued without ceasing through at least November 2021. Imming, 131 Ill. 2d at 253-54; Childs, 07 CH 95 (Review Bd. at 10).

In summary, Respondent's involvement in the formation and funding of the Company constituted a business transaction with R.C., who was his client at that time, and he failed to

provide two of the three required safeguards before entering into this transaction. For these reasons, we find that the Administrator proved by clear and convincing evidence that Respondent violated Rule 1.8(a).

III. Respondent is charged with bringing two frivolous proceedings, and thereby knowingly disobeying the bankruptcy court's automatic stay and using means with no substantial purpose other than to embarrass, delay, or burden a third person, in violation of Rules 3.1, 3.4(c), and 4.4(a); communicating by email with a known represented party, in violation of Rule 4.2; and engaging in conduct prejudicial to the administration of justice by causing the bankruptcy court to sanction him for violating the automatic stay, in violation of Rule 8.4(d) (Counts III-VI).

A. Summary

We find that the Administrator proved by clear and convincing evidence that Respondent brought a frivolous proceeding in violation of Rule 3.1, wrote a disparaging email in violation of Rule 4.4(a), sent two emails to a known represented party in violation of Rule 4.2, and caused the adjudication of a motion for sanctions against him, which prejudiced the administration of justice in violation of Rule 8.4(d). However, we also find that some of the charged conduct did not violate Rules 3.1 and 4.4(a), nor did Respondent violate Rule 3.4(c).

B. Admitted Facts and Evidence Considered

We consider the following admitted facts and evidence, in addition to those described in Sections I(B) and II(B).

Respondent and R.C.'s dating relationship ended in February 2023. (Tr. 238-39, 310-11). By spring 2023, the Company was not doing well, and the bank refused to extend the loan due on June 1, 2023, without a substantial business plan demonstrating how the Company would generate revenue. (Tr. 106-107, 258-59, 309; Res. Ex. 12).

On May 7, 2023, Respondent and R.C. met to discuss how they would handle the failing business and pay its debts. (Tr. 114-15, 258-59). According to Respondent, R.C. threatened that if he did not keep putting money into the Company, she would cause him to lose his law license by

changing her story to the ARDC, ruin his political career, destroy the Company, and file for bankruptcy, leaving him with all of the business's $650,000 to $700,000 debt. (Tr. 115, 313-16). R.C. testified that she only recalled threatening Respondent "that if he didn't stop acting the way he was acting at that time, [she] would make sure people knew [she] was his client first." (Tr. 260).

On May 11, 2023, Respondent sent R.C. an email outlining three options: (1) she would pay him half of the business investment to buy him out; (2) she would sign over her membership interest to him in exchange for the bank dropping her commercial guaranty; or (3) he would seek judicial dissolution of the Company and acquisition of its assets, leaving both of them with half of the debt and causing her to file bankruptcy. (Tr. 107-11, 261-62, 317-20; Res. Ex. 15). The next day, R.C. submitted a complaint about Respondent to the ARDC. (Tr. 262-63). On May 31, 2023, R.C. filed for personal bankruptcy, and she informed Respondent about it that day or the next day. (Ans. at par. 45; Tr. 111, 208, 210, 264). R.C. testified that the purpose of filing bankruptcy was to get out of paying the Company's debt. (Tr. 265).

On June 1, 2023, Respondent sent an email to R.C. and a shipping provider owed approximately $30,000 by the Company. (Ans. at par. 46; Tr. 111-13). He stated, "[R.C.] is not out of the company yet but has in fact filed chapter 7 bankruptcy yesterday in her individual capacity. [The Company] has not filed bankruptcy and as such it is not protected by any bankruptcy stay which would limit your collection efforts." (Adm. Ex. 23 at 1). Respondent's testimony wavered about whether he was acting as the Company's attorney when making these statements. He denied that signing the email "Attorney at Law" and including his firm's contact information gave the impression that he was acting as an attorney because he sent all of his personal and professional emails from this account. (Tr. 113-16, 119-23; Adm. Ex. 23 at 2). Respondent's email further stated that "[R.C.]'s ignorant of pretty much anything; hence, why she was treated like a

child with lack of access to the finances" and that "[y]ou are dealing with a petulant child who has no idea what to say or do." He then "apologi[zed] for her nasty character." (Ans. at par. 46; Adm. Ex. 23 at 1-2). He claimed that these comments were not made in his capacity as an attorney but rather as a co-manager of the business who had just been threatened with blackmail. (Tr. 115-20).

Respondent and his former employee, Ryan Cunningham, testified that R.C. cancelled the Company's email and social media accounts, which prevented sales and operations. (Tr. 123-24, 322, 354, 359-61; Res. Ex. 19 at 1). Respondent testified that he panicked because he saw this as R.C.'s threat coming to fruition. On June 2, 2023, he filed a chancery complaint in Bond County against R.C. on behalf of himself and the Company, alleging various actions and inactions by R.C. that caused harm to the business. (Tr. 124-27; Adm. Ex. 25). He testified that his "only purpose" in filing the complaint was to obtain the usernames and passwords he needed to revive sales and protect the business. (Tr. 124-27, 320-21). Yet the complaint sought dissociation of R.C., dissolution of the Company including apportionment of assets and liabilities between Respondent and R.C., and an accounting from R.C. because "it is no longer commercially reasonable for the Company to carry out its business operations." (Ans. at par. 48; Adm. Ex. 25).

On June 3, 2023, Respondent emailed R.C. about the chancery case and his intent to file an emergency motion if she did not immediately turn over all Company inventory, furniture, electronics, and account passwords. (Adm. Ex. 29 at 35-36). That day, R.C.'s bankruptcy attorney, Joe Pioletti, informed Respondent that his filing of the chancery complaint violated the bankruptcy court's automatic stay and advised him to discontinue the action. (Id. at 37). On June 6, 2023, Respondent filed the emergency motion, seeking Company passwords and property from R.C. (Ans. at par. 49; Adm. Ex. 26). R.C. provided the account information to Cunningham the same

day. (Tr. 128-29, 359-62; Res. Ex. 19). The next day, a Bond County judge stayed the chancery case because of R.C.'s pending bankruptcy. (Ans. at par. 54; Tr. 126-29, 213; Adm. Ex. 27).

Respondent admitted that he was aware of the automatic stay when he filed the chancery complaint and emergency motion. However, he testified that he did not think he violated the stay because he was not a creditor trying to take money from R.C. and because R.C. had tried to destroy the Company by cancelling its email and social media accounts after she filed for bankruptcy. (Ans. at par. 52; Tr. 125, 129-30, 321-22, 333).

On June 22, 2023, the Administrator notified Respondent by email of an investigation of his conduct related to R.C. (Ans. at par. 57). That day, Respondent filed an order of protection petition in Bond County against R.C., asserting harassment, stalking, and interference with his personal liberty. (Ans. at par. 58; Adm. Ex. 28). His petition alleged five instances in June 2023 in which R.C. falsely accused him on social media and in unsolicited communications to Company customers, a business associate, and Cunningham of illegal, unethical, or inappropriate behavior. (Adm. Ex. 28 at 16-25). He claimed that these incidents exemplified R.C.'s "calculated scheme to cause emotional harm to [Respondent] as well as interfere with his liberty interests in both his legal profession as well as the jointly owned company." (Id. at 16).

Respondent's petition requested that R.C. be required to participate in a domestic violence partner abuse program and a mental health evaluation and that she be prohibited from abusing him, contacting him, making social media posts "against" him, and making unsolicited contact with any third party "wherein [R.C.] attacks [Respondent] by making allegations of wrongdoing against [him]." (Id. at 7-9, 13). Respondent testified that he sought an order of protection because customers had stopped buying products based on R.C.'s accusations that he stole the business from her, and he wanted the accusations to stop so he could figure out how to deal with the Company's

$600,000 loan. (Tr. 323). On June 23, 2023, a Bond County judge denied Respondent's petition for emergency order of protection and set the matter for plenary hearing. (Ans. at par. 60; Tr. 132; Adm. Ex. 28 at 2).

R.C. testified that she never harassed Respondent, stalked him, interfered with his personal liberty, or told customers to stop buying from the Company. (Tr. 216-17, 265, 268-69, 271-72). However, when confronted with her June 17, 2023, text message to a business associate, R.C. acknowledged writing:

> "But I've already called and let people know. People only want to buy bcus [*sic*] they are supporting me. Now they won't buy from it if I'm not it …
>
> Tom doesn't know I called anyone but I did …
>
> He's going to get in trouble soon I'm not worried about any of it
>
> They're coming after him
>
> Everything he has done is unethical …
>
> Fraudulent."

(Tr. 274-76; Res. Ex. 20 at 4-6). R.C. also admitted telling others that Respondent was a thief and a grifter and falsely telling at least two people that he changed the verbiage in their operating agreement. (Tr. 275-77, 280-81; Res. Ex. 20 at 5). Cunningham testified that R.C. told him on June 6, 2023, that it was "her mission to take [Respondent] down" and that she was doing so by telling all of the Company's customers not to buy products because of "who the real Tom DeVore was," filing bankruptcy so that Respondent would be responsible for the Company's debt, ruining his political career, and causing him to lose his law license. (Tr. 363-65; Res. Ex. 19).

The operating agreement, which made Respondent and R.C. co-managers, shielded its managers from liability for actions and omissions related to the business as long as they acted in good faith. However, managers could be liable if they engaged in willful misconduct, gross

negligence, breach of fiduciary duty, or breach of contractual obligation or agreement between the manager and the Company. (Res. Ex. 8 at 10-11).

On July 28, 2023, Respondent copied R.C., her attorney Pioletti, and his attorney in the bankruptcy case on an email to a creditor seeking payment for trademark services to the Company dating back to January 2023. (Ans. at par. 74; Tr. 133-34; Adm. Ex. 29 at 89-92). Respondent said payment was impossible because of R.C.'s bankruptcy filing and "nefarious actions" to intentionally destroy the Company. (Adm. Ex. 29 at 89). Respondent informed the creditor about the chancery case and encouraged him to "consider taking action yourself for as I said the bankruptcy proceedings will not protect her from personal claims like yours or mine given her malfeasance was subsequent to May 31, 2023, when she filed." (Id.) Respondent testified that he copied R.C.'s attorney because Pioletti had asked Respondent to keep him informed about all Company business issues, regardless of the bankruptcy, so that Pioletti could try to help R.C. (Tr. 135; Adm. Ex. 29 at 74).

On July 31, 2023, Respondent emailed R.C. and copied their bankruptcy attorneys about the shipping provider's pre-suit demand for over $30,000 from the Company. (Ans. at par. 76; Adm. Ex. 31). Respondent stated:

> "Given the reality that [the Company] and myself will be pursuing post-bankruptcy filing judgment against you for hundreds of thousands of dollars for bad faith, what happens with this potential suit … should be very important to you. Choosing to ignore it may not be wise.
>
> At a minimum, I hope Joe takes the time to advise you that seeking counsel on these non-bankruptcy related matters would be wise."

(Adm. Ex. 31 at 1).

On August 9, 2023, R.C. filed a motion for sanctions against Respondent in her bankruptcy case, based on his filing and pursuit of the order of protection and chancery cases, his social media posts disparaging her, and his emails to and about her. (Ans. at pars. 67-68, 78; Tr. 138-39, 210-

11; Adm. Ex. 29). Two days later, Respondent dismissed the order of protection case. (Ans. at par. 64; Tr. 133, 324). The chancery case remained pending on September 19, 2023, when bankruptcy Judge Mary P. Gorman heard R.C.'s motion for sanctions. (Ans. at par. 69; Tr. 151-52; Adm. Ex. 30 at 6, 28). During that hearing, R.C. denied ever purposely harming the Company, such as by telling customers to stop buying products. (Adm. Ex. 30 at 12, 14-15).

On October 23, 2023, Judge Gorman issued a 41-page opinion, finding that R.C. proved, by a preponderance of the evidence, that Respondent willfully violated the automatic stay by filing the chancery complaint, emergency motion, and order of protection petition, as well as by failing to dismiss the chancery case. (Ans. at par. 70; Adm. Ex. 30 at 24-36, 42-43). The judge ruled:

> "As an attorney, Mr. DeVore had the ability and resources to investigate the extent of the stay and could have easily determined the error of his ways. He makes no claim, however, that he did a minute's research or consulted the Bankruptcy Code before acting. His violations were not only willful also indefensible and egregious. …
>
> He was not a victim of domestic violence when the petition [for order of protection] was filed, and his attempt to shoehorn his business disputes with [R.C.] into an action for an order of protection not only violated the stay but is highly offensive considering the seriousness of the problems that the [Illinois Domestic Violence] Act was enacted to combat."

(Adm. Ex. 30 at 28, 30). She found aggravating that Respondent disparaged R.C. in social media posts and emails, inaccurately advised creditors to pursue payment from R.C. despite her bankruptcy, and acted disingenuously and dishonestly. (Ans. at par. 79; Adm. Ex. 30 at 37-43). The judge ordered Respondent to pay $3,000 in actual damages and $7,500 in punitive damages to R.C., as well as $2,904 in actual damages to attorney Pioletti. (Ans. at par. 71; Adm. Ex. 30 at 1-2). He immediately paid the sanction in full. (Tr. 147, 150, 211). When Judge Gorman reminded Respondent at a later court date that the chancery case was still pending, he dismissed it the same day. (Tr. 151-53, 214, 323-34).

Respondent testified that he had no intention of consciously violating the automatic stay, nor did he know he was doing so at the time he filed the chancery complaint. (Tr. 154, 324, 333, 337). He testified that he accepted and respected Judge Gorman's order, which was based on the evidence she had access to. However, he believed the sanction would have been less harsh if his bankruptcy lawyers had handled the exhibits and questioned a witness differently. (Tr. 124, 130, 139-43, 145-50, 154-55, 324-25, 334-39; Res. Ex. 20; Res. Ex. 22).

C. Analysis and Conclusions

Counts III through VI address Respondent's conduct following the breakdown of his dating and business relationships with R.C. in 2023. Some of the charges span multiple Counts, so we group the alleged violations by Rule for clarity in our analysis.

Rule 3.1

According to Rule 3.1, "[a] lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous." Ill. R. Prof'l Cond. R. 3.1. In other words, a lawyer must inform himself of the facts and applicable law and determine that he can make a good-faith argument in support of his position before asserting it. Id. at Comment 2. This is an objective standard of what a reasonably prudent lawyer would do when acting in good faith. In re Stolfo, 2016PR00133, M.R. 029728 (Mar. 19, 2019) (Hearing Bd. at 10, 28-29). In Counts III, IV, and V, the Administrator charged Respondent with violating Rule 3.1 by filing the chancery and order of protection cases against R.C., despite the automatic stay in her bankruptcy.

We find that all of R.C.'s property, including her 50% membership interest in the Company, became part of the bankruptcy estate that was protected by the automatic stay when she filed for personal bankruptcy on May 31, 2023. 11 U.S.C. § 362(a), 541(a)(1). The automatic stay prohibited commencement of a judicial proceeding against R.C. that could have been filed before

then, any act to obtain possession or control of the property in the bankruptcy estate, and any assessment or collection action for claims that arose before then. 11 U.S.C. § 362(a)(1), (a)(3), (a)(6). A lawsuit filed in violation of the automatic stay is void *ab initio*. In re Swindle, 584 B.R. 259, 264 (Bankr. N.D. Ill. 2018); Middle Tenn. News Co. v. Charnel of Cincinnati, 250 F.3d 1077, 1082 (7th Cir. 2001). Based on Respondent's admissions and the evidence presented, we find that Respondent knew the automatic stay was in place when he filed the chancery and order of protection cases against R.C. in June 2023.

As for the chancery case, we find that Respondent's complaint lacked a nonfrivolous basis in law and fact for several reasons. First, he could have sought judicial dissolution of the Company before R.C. filed for bankruptcy. In fact, he emailed her about this option nearly three weeks prior, on May 11, 2023. Waiting until two days after she filed for bankruptcy to initiate this lawsuit violated the automatic stay. We find that this made the chancery complaint void *ab initio* and thus without merit.

Second, the relief Respondent sought in the chancery complaint contradicted his later insistence that his sole purpose in filing the complaint was to recover account credentials from R.C. so that the Company could resume sales. His complaint alleged that R.C.'s harmful actions required her dissociation, and the Company's inability to operate required its dissolution. Asking the court to wind up the Company's affairs and divvy up its assets and liabilities is the opposite of trying to save the business. Rather, by seeking termination or distribution of R.C.'s membership interest in the Company, Respondent was attempting to obtain possession or control of property in the bankruptcy estate. We find that this violated the automatic stay and voided the complaint, which could not proceed in Bond County because the bankruptcy court had exclusive jurisdiction over the property at issue. 28 U.S.C. § 1334(e)(1).

Third, we find that the automatic stay prohibited Respondent's request for an accounting from R.C., which was an attempt to assess his potential claim against her regarding the Company's assets and debts. 11 U.S.C. § 362(a)(6). For all of these reasons, we find that Respondent violated Rule 3.1 by filing the objectively frivolous chancery complaint.

We find credible Respondent's testimony that he did not believe his complaint violated the automatic stay at the time he filed it. However, his subjectively sincere yet objectively erroneous understanding of the automatic stay does not preclude finding a Rule 3.1 violation, as a reasonably prudent attorney would have been deterred by the Bankruptcy Code's list of prohibited actions. Stolfo, 2016PR00133 (Hearing Bd. at 28-29). "[I]gnorance of the law is no excuse," and Respondent had the ability and skills to research the applicable law before filing the chancery complaint. In re Cheronis, 114 Ill. 2d 527, 535, 502 N.E.2d 722 (1986). Additionally, there was no evidence that Respondent looked further into the automatic stay after attorney Pioletti informed him about the violation, nor did Respondent dismiss this lawsuit until after the bankruptcy judge ruled that it violated the stay.

As for the order of protection matter, the Administrator alleged that it was frivolous because Respondent tried to circumvent the automatic stay by addressing his business issues through a petition for order of protection. We recognize that the bankruptcy court determined that Respondent's petition violated the automatic stay as an attempt to exercise control over property of the bankruptcy estate, that is, the Company. 11 U.S.C. 362(a)(3). We may consider the court's ruling, but we are not bound by it. In re Owens, 144 Ill. 2d 372, 379, 581 N.E.2d 633 (Ill. 1991). We find that the Administrator did not prove by clear and convincing evidence that Respondent filed this petition for the purpose of circumventing the automatic stay. The petition sought R.C.'s participation in counseling programs and prohibition from abusing him, contacting him, and

disparaging him on social media and to third parties. Even if these remedies had been granted, they would not have diminished R.C.'s 50% membership interest in the Company nor her authority as a co-manager. Therefore, we find that Respondent's filing of the order of protection petition was not an attempt to exercise control over the Company nor did it violate the automatic stay, so it was not frivolous under Rule 3.1 for the reasons charged in the Complaint.

In summary, we find that the Administrator proved by clear and convincing evidence that Respondent violated the automatic stay and thus violated Rule 3.1 by his filing of the chancery complaint but not by his filing of the order of protection petition.

Rule 3.4(c)

Rule 3.4(c) prohibits lawyers from knowingly disobeying an obligation under the rules of a tribunal. Ill. R. Prof'l Cond. R. 3.4(c). "Knowingly" refers to actual knowledge. Id. at R. 1.0(f). In Counts III, IV, and V, the Administrator charged Respondent with violating Rule 3.4(c) by filing the two cases against R.C., in knowing violation of the bankruptcy court's automatic stay. The automatic stay, which arises from the Bankruptcy Code and is enforced by the bankruptcy court, prohibits interested parties from taking collection action against the debtor or the bankruptcy estate during the pending bankruptcy proceeding. 11 U.S.C. § 362(a). Respondent admitted to his awareness of the automatic stay at the time he instituted these proceedings against R.C., so the only question is whether that conduct constituted a knowing violation of the automatic stay.

We have found that Respondent's chancery complaint violated the automatic stay and lacked a good faith legal and factual basis under Rule 3.1. However, Rule 3.1 uses an objective standard of whether the lawyer's action had legal and factual merit, whereas Rule 3.4(c) uses a subjective standard of whether the lawyer actually knew he or she was disobeying a tribunal's rule. We find credible Respondent's testimony that he did not realize, at the time he filed the chancery complaint, that he was violating the automatic stay. We also find credible that his subjective belief

was unchanged by attorney Pioletti's admonishment, as there was no evidence that Respondent took any action to correct his mistaken understanding of the automatic stay before he filed the emergency motion three days later. Because Respondent lacked actual knowledge that he was breaking a bankruptcy court rule by filing the chancery complaint and emergency motion, we find that this conduct did not violate Rule 3.4(c).

Consistent with our finding in our Rule 3.1 analysis that the Administrator failed to prove that Respondent's petition for order of protection violated the automatic stay, we find insufficient proof that Respondent knowingly disobeyed an obligation under the bankruptcy court rules by filing that petition. For these reasons, we find that the Administrator did not prove by clear and convincing evidence that Respondent violated Rule 3.4(c).

Rule 4.4(a)

Rule 4.4(a) prohibits lawyers from engaging in conduct, while representing a client, that has no substantial purpose other than to embarrass, burden, or delay a third party. Ill. R. Prof'l Cond. R. 4.4(a). In Counts III and IV, the Administrator charged Respondent with violating this Rule by filing and pursuing the chancery and order of protection cases against R.C. and by making disparaging remarks about R.C. in his June 1, 2023, email to her and a creditor.

The first element of Rule 4.4(a) is that the conduct must occur while representing a client. The client may be the lawyer himself while he is acting pro se. Stolfo, 2016PR00133 (Hearing Bd. at 33). Respondent filed the chancery complaint and the emergency motion on behalf of himself and the Company. He also filed the petition for order of protection on his own behalf. We find that Respondent was representing at least one client, including himself, in both of these cases.

As for the June 1, 2023, email, the Administrator alleged that Respondent was representing the Company as its attorney, whereas Respondent claimed he was only acting as a co-manager. When a lawyer's role is closely intertwined with another simultaneous role, especially in the eyes

of a third party that the Rules are intended to protect, the lawyer does not stop being a lawyer just because he or she is also performing another role at the same time. Imming, 131 Ill. 2d at 252-54 (fiduciary duty did not end when lawyer who had reputation for business expertise began promoting investment opportunity to clients); In re Segall, 117 Ill. 2d 1, 6, 509 N.E.2d 988 (1987) (attorney representing himself as litigant was prohibited from directly contacting known represented party in the case).

Accordingly, we are not persuaded by Respondent's explanation that he took off his lawyer hat while writing this email. Respondent informed the recipients about the legal impact of R.C.'s newly filed bankruptcy on the creditor's efforts to collect from the Company. He further gave the impression that he was acting as the Company's lawyer by signing the email "Attorney at Law," followed by his firm's contact information. It is irrelevant that Respondent used the same account for personal emails, as there was no evidence that was known to the creditor, so it had no impact on their perception of Respondent's role. For these reasons, we find that Respondent was acting on behalf of his client, the Company, in his June 1, 2023, email.

The second and final element of Rule 4.4(a) is that the conduct has no substantial purpose other than to embarrass, burden, or delay a third party. We find this element to be proven as to Respondent's June 1, 2023, email but not as to the two court cases, with the "third party" at issue in each instance being R.C.

In Gerstein, an attorney who used insulting language in a pleading and in letters to opposing parties or counsel argued that he had not violated Rule 4.4(a) because each communication had "some substantial purpose," such as expressing outrage over a perceived wrong to his clients or obtaining a favorable result for his clients. In re Gerstein, 99 SH 1, M.R. 18377 (Nov. 26, 2002) (Hearing Bd. at 21). The Hearing Board rejected this argument, explaining:

> "Under Rule 4.4 the 'means' used by the Respondent are not his letters taken as a whole, but the insults, threats, and abusive personal attacks contained in the letters. Simply because the letters contain some legitimate purpose does not negate the application of Rule 4.4. It is the Respondent's use of offensive, vulgar, and derogatory language that constitutes a violation of Rule 4.4, because the use of that language has no substantial purpose other than to embarrass or burden the recipient."

Id. at 22.

Likewise, we find that Respondent's June 1, 2023, email had no substantial purpose other than to embarrass, burden, or harass R.C. He could have accomplished his legitimate purpose of responding to the creditor's inquiry about unpaid bills without repeatedly demeaning R.C. We find, based on Respondent's credible testimony and R.C.'s partial admission, that she had threatened to blackmail him just weeks before he sent this email. However, R.C.'s behavior is irrelevant to whether Respondent violated Rule 4.4(a), as she is not the subject of this proceeding. Respondent was still obligated to follow the Rules, despite the incivility of others or the intense acrimony of the situation. In re Novoselsky, 2011PR00043, M.R. 27419 (Sept. 21, 2015) (Hearing Bd. at 86).

Next, we find that Respondent's filing and pursuit of the chancery case had a substantial purpose other than to embarrass, burden, or harass R.C. We accept Respondent's testimony that he felt panicked when R.C.'s threats began coming to fruition in May and June 2023, and that he brought this proceeding to minimize the financial loss he was facing as the Company's only guarantor with collateral on the line. Whether his purpose was to wind up the Company's business affairs, as his complaint sought, or to obtain account credentials from R.C. so he could revive the business, as his emergency motion sought and he testified, these were substantial purposes aimed at stopping or slowing R.C.'s damage to the Company.

Respondent's chancery complaint and emergency motion alleged various actions and inactions by R.C. that were harming the Company. He was required to support his pleadings with

factual allegations such as these to satisfy Illinois law's fact-pleading requirements. Marshall v. Burger King Corp., 222 Ill. 2d 422, 429-30, 856 N.E.2d 1048 (2006). Respondent did not violate Rule 4.4(a) by making factual allegations about R.C. in the chancery pleadings.

We also find that Respondent's order of protection proceeding had a substantial purpose other than to embarrass, burden, or harass R.C. We find credible Respondent's testimony that he sought an order of protection to stop R.C.'s disparagements of him and the resulting negative impact on the Company. Additional credible evidence, including R.C.'s acknowledged text messages and Cunningham's testimony about R.C.'s behavior, support Respondent's testimony that R.C. was disparaging him to others, including customers. Pleading these factual allegations in his petition for order of protection did not violate Rule 4.4(a).

For these reasons, we find that the Administrator proved by clear and convincing evidence that Respondent violated Rule 4.4(a) based on his June 1, 2023, email to a creditor and R.C. but not based on his filing and pursuit of the chancery and order of protection matters.

Rule 4.2

"In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order." Ill. R. Prof'l Cond. R. 4.2. In Count VI, the Administrator charged Respondent with violating this Rule by sending emails about R.C.'s bankruptcy directly to her on July 28 and 31, 2023, despite knowing that she was represented in that case by attorney Pioletti.

The Court has held that Rule 4.2's no-contact provision applies to the specific legal matter in which a party is represented and not to other legal matters without representation, even if they involve the same facts. People v. Santiago, 236 Ill. 2d 417, 429-32, 925 N.E.2d 1122 (2010) (no violation when prosecutors questioned defendant represented in civil case but not represented in

criminal case based on the same incident). Accordingly, Respondent argued that these two emails to R.C. did not violate Rule 4.2 because they were about Company business or the chancery case, in which she was unrepresented, but not about her bankruptcy case, in which he knew she was represented. However, we find that these emails were actually about R.C.'s bankruptcy.

Respondent copied R.C. and their attorneys on his July 28, 2023, email to a creditor about the Company's inability to pay because of R.C.'s bankruptcy filing and post-filing actions intentionally harming the company. We find that the debt at issue was part of R.C.'s bankruptcy estate and subject to the jurisdiction of the bankruptcy court. 11 U.S.C. § 541(a)(1); 28 U.S.C. § 1134(e)(1). The Company incurred this debt in January 2023, six months before R.C. filed for bankruptcy, and the operating agreement made R.C. potentially liable for the Company's debts if she engaged in certain behaviors, including willful misconduct, as Respondent alleged in this email. While this debt certainly was a business issue, it was also a bankruptcy issue.

Similarly, we find that Respondent's July 31, 2023, email to R.C. involved a Company debt which arose prior to her bankruptcy filing and thus was directly related to her bankruptcy case. Specifically, this email was about the Company's approximately $30,000 debt to a shipping provider. Two months earlier, Respondent had sent another email to the same creditor, in which he explained the impact of R.C.'s newly filed bankruptcy on that unpaid bill. We disagree with Respondent's overly narrow description of this matter as "non-bankruptcy related."

Finally, we find that Respondent did not have consent from attorney Pioletti to email R.C. directly. Respondent's unrebutted testimony was that Pioletti asked to be kept informed about all Company business issues, including those unrelated to R.C.'s bankruptcy, so Pioletti could try to help R.C. We find that Pioletti's request for Respondent to inform him about collateral matters did

not equate to permission for Respondent to contact Pioletti's client about bankruptcy matters. There was no evidence that Respondent was otherwise authorized to contact R.C. directly.

For these reasons, we find that the Administrator proved by clear and convincing evidence that Respondent's July 28 and 31, 2023, emails to R.C. violated Rule 4.2.

Rule 8.4(d)

Rule 8.4(d) prohibits lawyers from engaging in conduct that is prejudicial to the administration of justice. Ill. R. Prof'l Cond. R. 8.4(d). In Counts V and VI, the Administrator charged Respondent with violating this Rule by violating the automatic stay in R.C.'s bankruptcy case, which resulted in the bankruptcy court sanctioning him with actual and punitive damages.

Respondent's misconduct, including filing the frivolous chancery case against R.C., disparaging R.C. in an email, and twice contacting R.C. directly about her bankruptcy when he knew she was represented in that matter, caused attorney Pioletti to spend time preparing and arguing the motion for sanctions. It also caused Judge Gorman to hear that motion and issue a 41-page opinion explaining her sanction order. "Even if the underlying case is not harmed, the administration of justice is prejudiced if an attorney's misconduct causes additional work for judges or other attorneys, or causes additional proceedings to be held." In re Ginzkey, 2021PR00031, M.R. 031643 (May 16, 2023) (Hearing Bd. at 9-10). We find that Respondent engaged in conduct prejudicial to the administration of justice because his misconduct caused extra work for another attorney and a judge, as well as created the need for an additional hearing.

For these reasons, we find that the Administrator proved by clear and convincing evidence that Respondent violated Rule 8.4(d).

EVIDENCE OFFERED IN MITIGATION AND AGGRAVATION

Aggravation

The Administrator presented no evidence in aggravation.

Mitigation

Respondent testified that the total investment in the Company was around $700,000, based on his interest payments, his advanced funds, and the loans. (Tr. 109). After the business failed, he borrowed money to personally buy the Company's hair care product inventory for $602,000 so that it could fully repay its loan to the bank. The inventory was the Company's only asset, but he had sold none of it. He hoped to recover $20,000 to 30,000 by selling the inventory during the few months that remained on its limited shelf life. (Tr. 319-20, 155-160).

Cunningham testified that Respondent always treated R.C. as an equal business partner and tried to make the business successful for her. (Tr. 351-52). R.C. testified that Respondent has never taken advantage of her. (Tr. 240). After R.C.'s commercial guaranty on the Company's loan was discharged in bankruptcy, she conveyed her membership interest in the Company to Respondent in February 2024. (Tr. 218-19, 281, 288-89). R.C. never paid any of the Company's $600,000 loan, interest on the loan, or debts to other creditors, leaving Respondent responsible for all of it. (Tr. 105, 265, 282-83, 319-20).

Respondent testified that he respects the ARDC, takes his ethical obligations seriously, and fully cooperated with the disciplinary process since the initial investigation began in 2021. (Tr. 229-30). In reflecting on the facts at issue in this proceeding, Respondent testified that he is a "poster child" for "[t]he old adage that he who represents himself has a fool for a client." Although he hopes to never get into such a situation again, he has learned to "hire a lawyer on day one" who specifically practices in the area of law he is dealing with. (Tr. 330).

Additionally, Respondent testified that he served on the Bond County Board from approximately 2007 to 2009 and ran for Illinois Attorney General in 2022 because helping people is important to him. (Tr. 297-98). He has been a Shriner and a Mason for over 30 years, and he has

volunteered between 100 and 150 hours per year with these organizations for the past 5 to 10 years. (Tr. 298-99). Respondent provided free representation to 10 to 15 plaintiffs and 3 school districts challenging the Governor's proclamations and executive orders during the COVID-19 pandemic. (Tr. 83-84, 300, 350; Adm. Ex. 35). Respondent reported that he still provides pro bono services, including representing a victim of abuse in an ongoing paternity case. (Tr. 301).

Hal Lagham, a former business partner, former client, and friend who has known Respondent for 16 years, testified about Respondent's reputation for honesty and integrity. He has never regretted referring clients to Respondent. (Tr. 368-72). Jorden Clark, a close friend of Respondent for 10 years, testified that Respondent has an upstanding reputation in the community, always tells "the absolute truth," and does not say one thing and then do another. (Tr. 375-78). Richard Porter, an attorney who has worked on political and legal matters with Respondent for over two years, testified that Respondent is forthright, "as truthful as the day is long," and widely respected in the community for his honesty and his skill as an attorney. (Tr. 379-86). Over the past 10 years, Circuit Court Judge Sarah Smith has seen Respondent in her courtroom and at political functions. She testified that his community reputation matches her personal opinion, which is that he is very straightforward and honest, even in hard situations. (Tr. 391-96).

Prior Discipline

Respondent has been licensed to practice law in Illinois since November 2011 and has no prior discipline.

RECOMMENDATION

A. Summary

Based on the proven misconduct, lack of aggravation, and substantial mitigation, the Hearing Board recommends that Respondent be suspended for 60 days.

B. Analysis

The purpose of the disciplinary process is not to punish attorneys, but to protect the public, maintain the integrity of the legal profession, and safeguard the administration of justice from reproach. In re Edmonds, 2014 IL 117696, ¶ 90. When recommending discipline, we consider the nature of the misconduct and any factors in mitigation and aggravation. In re Gorecki, 208 Ill. 2d 350, 360-61, 802 N.E.2d 1194 (2003). We seek to recommend similar sanctions for similar types of misconduct, but we must decide each case on its own unique facts. Edmonds, 2014 IL 117696, ¶ 90.

We find substantial mitigation, including Respondent's 13 years in practice without prior misconduct, full and prompt payment of his monetary sanctions in the bankruptcy case, full financial responsibility for the Company's loans and business expenses, lack of financial harm to R.C., genuine remorse for and insights gained from his misconduct, total cooperation with this disciplinary proceeding, and history of community service and pro bono work. We further note that four witnesses, including an attorney and a judge, gave compelling testimony about Respondent's character for truthfulness and respected reputation in the community.

We find no aggravating factors. Any potentially aggravating evidence came only from R.C.'s uncorroborated testimony. Based on her admitted willingness to act in furtherance of her own interests and our finding that she threatened to change her story to the ARDC to cause Respondent to lose his law license, we find no evidence of aggravation.

The Administrator acknowledged the lack of on-point case law for this unusual combination of charges and unique set of facts. She asked the Hearing Panel to consider precedent for the individual Rule violations and then add the sanctions to run consecutively up to a total one-year suspension. In re Peek, 2022PR00045, M.R. 031699 (May 16, 2023) (Hearing Bd. at 14-15).

Respondent requested dismissal of the charges or, if any "technical violations" of the Rules were proven, a reprimand.

We decline to follow the Administrator's proposed method for calculating Respondent's sanction because we find Peek to be distinguishable. Peek was suspended for six months and until he made restitution. The Hearing Board opined that his neglect of two client matters warranted the first three months of suspension, and his vulgar comments during another client's case warranted three more months. Id. In contrast with Peek's distinct forms of misconduct affecting unrelated clients, all of Respondent's misconduct was intertwined. It began with a prohibited sexual relationship with R.C. in 2020, continued with failing to adequately protect R.C.'s interests before entering into a business transaction with her in 2021, and ended with a variety of missteps following the breakdown of their dating and business relationships in 2023. We consider case law addressing the various Rules at issue and base our sanction recommendation on the totality of the proven misconduct, mitigating factors, and aggravating factors in this case.

The Administrator's cited cases on Rule 1.8(j) violations involving a consensual sexual relationship with a client resulted in a range of sanctions. In re Azhari, 2023PR00007, M.R. 032179 (May 23, 2024) (censure); In re Kendall, 2021PR00040, M.R. 031278 (Sept. 21, 2022) (censure); In re Anderson, 2018PR00053, M.R. 029838 (May 21, 2019) (30-day suspension on consent); In re Stogsdill, 02 CH 99, M.R. 18931 (Sept. 22, 2003) (30-day suspension on consent); In re Martoccio, 97 CH 13, M.R. 15417 (Feb. 1, 1999) (90-day suspension on consent). The cases at the far ends of the spectrum are distinguishable. Although Respondent had substantial mitigation and little or no aggravation like the censured attorneys, his misconduct was not limited to a single Rule 1.8(j) violation, as in Azhari, nor was his additional misconduct "an isolated instance of dishonesty that did not provide any proven benefit to Respondent," as in Kendall. Kendall, 2021PR00040

(Hearing Bd. at 10). Likewise, Respondent's misconduct did not cause the substantial harm to a client's case that merited a 90-day suspension in Martoccio. Martoccio, 97 CH 13 (Petition to Impose Discipline on Consent at par 19).

We find Respondent's relationship with R.C. to be more comparable to the 30-day suspension cases, especially Stogsdill. Stogsdill had a four-month sexual relationship with a client while representing her in a divorce, transferred her case to another attorney in his firm after the sexual relationship ended, and caused no harm to the client because of his misconduct. Stogsdill, 02 CH 99 (Petition for Discipline on Consent at pars. 4-6, 11). However, unlike Stogsdill, Respondent also entered into a prohibited business transaction with that client, filed a frivolous case against her, made disparaging remarks about her, and caused the unnecessary adjudication of a motion for sanctions against him. Thus, we conclude that a suspension of more than 30 days is warranted.

For Rule 1.8(a) violations involving business transactions with clients which lack the required safeguards, the Administrator cited In re Childs, 07 CH 95, M.R. 24094 (Nov. 12, 2010) (suspension for one year and until restitution paid), and In re Imming, 131 Ill. 2d 239, 545 N.E.2d 715 (1989) (suspension for two years). Both of these attorneys caused significant financial harm to multiple clients, to whom they failed to make full restitution. In contrast, Respondent's misconduct only involved one client, R.C., and she suffered no financial harm. In fact, Respondent bore all of the business's financial loss and debt after R.C. went bankrupt and transferred her interest in the Company to him. We find In re Alleman, 01 SH 14 (Sept. 18, 2001) (reprimand on consent), to be more applicable to these facts. A client approached Alleman about purchasing an interest in the client's land trust, and Alleman did so without providing the required protections. Later, litigation ensued over the handling of the trust, which settled when Alleman bought out the

client's interest. Despite the similarities on the Rule 1.8(a) issue, a sanction greater than a reprimand is warranted here because of Respondent's additional misconduct.

For the charged violations of Rules 3.1, 3.4(c), 4.2, and 8.4(d), the Administrator did not cite any disciplinary cases but instead referred to the bankruptcy court's sanction order, which addressed overlapping facts and issues. Respondent cited cases in which the only misconduct was bringing frivolous proceedings in violation of Rule 3.1. In re Lenz, 2022PR00029 (Oct. 5, 2023) (reprimand); In re Yu, 2016PR00104 (May 22, 2018) (reprimand); In re Balog, 98 CH 80 (June 8, 2000) (reprimand); In re Fitzgibbons, 96 CH 496, M.R. 12712 (Sept. 24, 1996) (reciprocal censure). Because Respondent violated multiple Rules in addition to filing a frivolous pleading, his misconduct warrants a more significant sanction than a reprimand or censure.

Finally, the Administrator cited two cases resulting in suspensions for lawyers who used derogatory and insulting language toward opposing parties, opposing counsel, or judges on multiple occasions, which violated Rule 4.4(a) and other Rules. In re Hoffman, 08 SH 65, M.R. 24030 (Sept. 22, 2010) (suspension for six months and until further order of the Court); In re Gerstein, 99 SH 1, M.R. 18377 (Nov. 26, 2002) (suspension for 30 days). These cases involved a pattern of conduct not applicable to the present matter, and we are unaware of any other cases in which the Administrator proved a Rule 4.4(a) violation based on a single disparaging communication. Yet we acknowledge that "the basic principles underlying the Rules" expect lawyers to "maintain[ ] a professional, courteous and civil attitude toward all persons involved in the legal system." Ill. R. Prof'l Cond. Preamble at par. 9.

Respondent's misconduct was more serious than that in the cases resulting in a reprimand, censure, or 30-day suspension, but it did not rise to the level of the misconduct and aggravation meriting much longer suspensions. Some of the Administrator's charges were not proven, and all

of the proven misconduct arose from one client relationship which evolved into a personal and business relationship that eventually soured. Nonetheless, this client was not financially harmed, nor were there any allegations of misconduct related to other clients during the three-year period at issue. We emphasize that there were no aggravating factors, and the highly compelling mitigating factors convinced us that Respondent has learned his lesson, is unlikely to repeat his mistakes, and poses no risk to the public. Considering the relevant case law and the totality of these circumstances, we recommend that Respondent, Thomas Guy DeVore, be suspended for 60 days.

Respectfully submitted,

Janaki H. Nair
Laura K. Beasley
Biran B. Duff

CERTIFICATION

I, Michelle M. Thome, Clerk of the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois and keeper of the records, hereby certifies that the foregoing is a true copy of the Report and Recommendation of the Hearing Board, approved by each Panel member, entered in the above entitled cause of record filed in my office on April 14, 2025.

/s/ Michelle M. Thome
Michelle M. Thome, Clerk of the
Attorney Registration and Disciplinary
Commission of the Supreme Court of Illinois

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[1] Although Respondent testified that Governor's executive order was issued and became effective on May 28, 2020, the Hearing Board takes judicial notice that this actually occurred on May 29, 2020. Ill. Exec. Order No. 2020-38 (May 29, 2020).

[2] Respondent testified that he and Hyam are attorneys at DeVore Law Offices and of counsel to Silver Lake Law Group. (Tr. 33-34, 63). Hyam testified that he works at Silver Lake Law Group as an independent contract attorney. (Tr. 161-62). Hyam described his work relationship with Respondent as similar to an associate-partner relationship. (Tr. 167-68).