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

In the Matter of:	)	
	)	
THOMAS W. GOOCH, III,	)	Commission No.: 2025PR00058
	)	
Attorney No.: 3123355	)	
	)	
Respondent.	)	

NOTICE OF FILING

To: Scott Renfroe
Kate E. Levine
Counsel for Admin
130 E. Randolph Drive, Suite 1500
Chicago, Illinois 60601
srenfroe@iardc.org
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ARDCeService@iardc.org

PLEASE TAKE NOTICE that on February 3rd, 2026, we e-filed with the Clerk of the Attorney Registration and Disciplinary Commission of Chicago, Illinois, the attached: Respondent"s.Answer.to.Complaint.

/s/Thomas W. Gooch
Respondent

CERTIFICATION

The undersigned hereby states under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109 that the above notice and any attached pleadings were sent via email and/or via Odyssey e-filing in Wauconda, Illinois, to the parties indicated above on February 3, 2026.

/s/Thomas W Gooch
Attorney at Law

FILED
2/3/2026 11:59 AM
ARDC Clerk

Thomas W. Gooch, III
209 S. Main Street
Wauconda, IL 60084
847-526-0110
gooch@goochfirm.com
ARDC No.: 3123355

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In the Matter of:	)	
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THOMAS WILLIAM GOOCH, III,	)	Commission No.: 2025 PR 00058
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Attorney No.: 3123355	)	
	)	
Respondent.	)	

RESPONDENT'S ANSWER TO COMPLAINT

NOW COMES, your Respondent, THOMAS WILLIAM GOOCH, III, (hereafter referred to as "GOOCH") and as in for his answer to the Complaint as follows:

RULE 231 STATEMENT

Respondent was licensed in 1979 by the Illinois Supreme Court to practice law. Respondent was admitted into the Northern District of Illinois Federal District Court in 1979 and was admitted into the Federal District Court Trial Bar in 1981. Respondent was admitted to the United States Court of Appeals for the Seventh Circuit in approximately 1998.

Respondent has not been licensed in any other jurisdiction.

Respondent does not hold any other professional licenses.

BACKGROUND COMMON TO ALL COUNTS

1. Since at least 2017, Respondent has been the sole owner and principal attorney of "The Gooch Firm," a Wauconda law firm that has held itself out on its website as "Legal Malpractice Trial Attorneys" with "Assertive and Exceptional Representation in Legal Malpractice, Excessive Fee Defense and General Litigation." On the website, Respondent described himself as having "more than 37 years of experience in courtrooms throughout northern Illinois."

ANSWER: Admits

2. At all times alleged in this complaint, The Gooch Firm's policies and procedures, including client intake, fee and cost agreements, client billing, and other procedures concerning the handling of client matters, were established, implemented, and overseen by Respondent.

ANSWER: Admits

3. In his initial meeting with several of the prospective clients discussed below, and in certain fee agreements, Respondent described his purported experience in handling legal malpractice matters and other civil litigation, and trial experience as a factor in keeping fees and costs low for his clients.

ANSWER: Admits to discussing Respondent's experience in handling Legal Malpractice matters and other Civil Litigation. Denies that he has ever told any client that those are factors in keeping fees and cost low. Answering further Respondent affirmatively states that he has stressed the extraordinary cost in a Legal Malpractice case in each and every case due to the need for expert witnesses and extraordinary Discovery generally undertaken by Defendants.

COUNT I

(Lack of Diligence and False Statements in the Legal Malpractice Matter of Kathryn and Matthew Dalman)

A. Background

4. On November 9, 2022, Respondent and Kathryn and Matthew Dalman agreed that Respondent would file a legal malpractice and excessive fee complaint on behalf of the Dalmans relating to their prior attorney's handling of multiple ordinance violation claims made against the Dalmans' business by McHenry County. The Dalmans informed Respondent that they were currently representing themselves in the appeal of certain decisions in those ordinance violation matters, and Respondent told them that he would represent them at no cost in the ordinance matters because it would help him familiarize himself with their claims relating to their previous attorney's alleged mishandling of their cases. On that same date, Respondent prepared a fee agreement which stated that Respondent would represent the Dalmans in matters related to claims against that attorney. Respondent requested an advance payment retainer of $10,000, and on November 9, 2022, the Dalmans made an initial payment in the amount of$3,000, and in April 2023, they made a second payment of $7,000.

ANSWER: Respondent denies the narrative of Paragraph 4 in general but admits he met with the complainants on November 9, 2022, Kathryn Dalman. Matthew Dalman was not present and agreed that he would research and proceed with a legal malpractice assuming and based on the facts furnished by the Complainant, Dalman. Respondent at no time agreed to represent without charge the Complainants in the pending Quazi criminal cases pending against them and brought by McHenry County against them for the third time. Respondent did agree to handle those matters as against the retainer paid in addition to preparing the legal malpractice matter.

B. McHenry County Ordinance Violation Case Number 2023 OV 72

5. On or about November 22, 2022, McHenry County Assistant State's Attorney Fara Momen sent an email to Respondent informing him that the Dalmans had notified her office that Respondent would be representing the Dalmans in the ordinance violation matters.

ANSWER: Admits

6. On December 27, 2022, McHenry County initiated a third ordinance violation complaint against the Dalmans. On January ·1 I, 2023, the complaint was filed with the Circuit Court in McHenry County as case number 23. OV 72, which was entitled *County of McHenry v. Matthew Dalman and Kathryn Dalman,* and was served on the Dalmans shortly thereafter. The violation notice contained information about a hearing that had been scheduled on the alleged violation for February 9, 2023. After receiving notice of the new filing, Kathryn Dalman notified Respondent of the filing by telephone, and she sent copies of the violation notice to Respondent by email on January 25, 2023, and on February 8, 2023. Respondent did not reply to Kathryn Dalman's emails.

ANSWER: Admits and admits that Respondent did not reply to Kathryn Dalman's emails. However, answering further respondent alleges that he spoke with Kathryn Dalman before the scheduled hearing of February 9, 2023, and advised them he could not appear February 9, 2023, and advised them to appear and advised the court that Respondent would represent them.

7. On February 9, 2023, the Dalmans appeared in court when ordinance violation case number 23 OV 72 was called. Respondent was not present, and the Dalmans were informed by the Hon. Michael E. Coppedge that since Respondent had not filed an appearance as their attorney they would have to proceed on their own, which they did.

ANSWER: Admits and answering further states that the court continued the matter and no proceedings of substance were held on February 9, 2023.

8. On April 28, 2023, the McHenry County State's Attorney's Office filed a motion for summary judgment in ordinance violation case number 23 OV 72, which was served by the Assistant State's Attorney upon the Dalmans by regular mail and by email on or about that date. That motion, which alleged that the Dalmans had continued the course of conduct that was the basis of the earlier ordinance violations, was scheduled to be heard on May 25, 2023. After receiving notice of the motion for summary judgment, Kathryn Dalman spoke to Respondent, who told her that he intended to file a response to the motion on the Dalmans' behalf.

ANSWER: Admits to the filing of a Motion for Summary Judgment and admits to speaking with Kathryn Dalman. Denies ever telling her that he intended to file a response to the motion and answering further asserts that the motion could not be contested as it was based

on the previous ordinance violations where the court had already held that the Dalman's had violated the ordinance.

9. In late April or early May 2023, Respondent, or someone from Respondent's staff acting at Respondent's direction, contacted an assistant state's attorney at the McHenry County State's Attorney's Office to inform them that Respondent would be filing a response to the motion for summary judgment in ordinance violation case number 23 OV 72.

ANSWER: Admits to the contact with the States Attorney's office but denies they were telling anyone at the States Attorney's office that Respondent would be filing a response to the motion as Respondent had determined the matter needed to be settled in terms most favorable to Dalman.

10. Respondent did not file his appearance as counsel for the Dalmans in ordinance violation case number 2023 OV 72, file a response to the motion for summary judgment, or communicate further with the McHenry County State's Attorney's office, nor did Respondent inform the Dalmans that he had not responded to the motion for summary judgment or that he no longer intended to do so.

ANSWER: Denies the allegations of paragraph in so far as they relate to not communicating further with the States Attorney's office but admits that he did not file a Response a to the Motion for Summary Judgment and denies not informing the Dalman's that Respondent had not responded to the Motion for Summary Judgment answering further advised Dalman that he intended to file a response.

11. Prior to May 25, 2023, Respondent, or someone at his direction, contacted the Circuit Court of McHenry County or the McHenry County State's Attorney's Office to request a continuance of the court date in case number 2023 OV 72 at which the motion for summary judgment filed on behalf of McHenry County was to be heard, and the case was continued to July 6, 2023.

ANSWER: Admits.

12. On May 26, 2023, Respondent sent an email message to Matthew Dalman stating, "Hi all new court date if [sic] July 6, 2023, at I:30 before coppedge [sic]."

ANSWER: Admits.

13. As of July 6, 2023, Respondent still had not filed his appearance as counsel for the Dalmans in case number 2023 OV 72, nor had he filed a response to the motion for summary judgment or any other pleading in the case. On July 6, 2023, Respondent did not appear in court on behalf of the Dalmans when the case was called. The Dalmans were present, and Judge Coppedge entered an order allowing the Dalmans 21 days to respond to the motion for summary judgment and scheduling the next court date to August 24, 2023.

ANSWER: Admits to not filing a Response to the Motion for Summary Judgment and admits to not being able to be present on July 6, 2023, and admits to entry of the Order alleged.

14. As of August 24, 2023, Respondent still had not filed his appearance as counsel for the Dalmans in case number 2023 OV 72, nor had he filed a response to the motion for summary judgment or any other pleading in the case. On August 24, 2023, Respondent did not appear in court on behalf of the Dalmans when case number 2023 CV 72 was called, and Judge Coppedge entered an order allowing the Dalmans additional time to file a response to the motion for summary judgment and rescheduling the case to September 28, 2023.

ANSWER: Denies the allegations of paragraph 14 and affirmatively states he was present in court on August 24, 2023, and advised the court he was about to undergo a medical procedure at Cleveland Clinic involving his heart and continued the matter to September 28, 2023.

15. As of September 28, 2023, Respondent still had not filed his appearance as counsel for the Dalmans in case number 2023 OV 72, nor had he filed a response to the motion for summary judgment or any other pleading in the case. On September 28, 2023, Respondent did not appear in court on behalf of the Dalmans when case number 2023 OV 72 was called, and the Dalmans entered a plea of guilty to the charge that they had committed the ordinance violation. On October 5, 2023, Judge Coppedge entered a judgment of conviction against the Dalmans and ordered them to pay fines in the amount of $204.

ANSWER: Respondent denies the allegations of paragraph 15 and answering further affirmatively states that he negotiated a settlement with the McHenry County States Attorney's Office on September 28, 2023 at which time the Dalman's pursuant to that settlement agreement entered a plea of guilty and agreed to forgo further manufacture of mulch on the property in question.

C. Malpractice Matter

16. Between October 5, 2023, and July 9, 2024, Respondent and Kathryn Dalman communicated by text message, with Respondent regularly advising his clients that he planned to proceed with filing a malpractice complaint against their former attorney.

ANSWER: Admits to various text messages between himself and Kathryn Dalman and affirmatively states that the text messages speak for themselves. Answering further Respondent affirmatively states that during this period of time Respondent was still reviewing the actions of the proposed Defendant in representing in a Ordinance Violation case based on the same facts which Dalman had plead guilty. Answering further Respondent states that he still by July 9, 2024, had not determined a cause of action.

17. As of July 9, 2024, Respondent had not filed a malpractice complaint against the

Dalmans' prior attorney. On July 9, 2024, Kathryn Dalman sent Respondent a text asking if they should "discuss a refund" relating to Respondent's delay in filing the malpractice action. Respondent replied, "Well we can but honestly I am moving forward, getting an expert lined up before filing saves huge amounts of time and I believe we have one now."

ANSWER: Admits and answering further states that he did consult with an expert and began to realize there was no malpractice case.

18. Respondent's July 9, 2024, statement to the Dalmans that he believed he had an expert "lined up" was false and was intended to mislead the Dalmans. At the time he made that statement, Respondent had not obtained an expert witness to support the Dalmans' malpractice claims against their previous attorney.

ANSWER: Denies answering further Respondent never meant to inform Dalman that he had retained an expert witness rather he consulted with one or more expert witnesses prior to July 9, 2024.

19. Respondent knew that his July 9, 2024, statement to Kathryn Dalman concerning lining up an expert was false, because he knew that he had not taken any action to obtain an expert and that no expert witness had agreed to review the Dalmans' previous attorney's conduct in support of their malpractice claim.

ANSWER: Denies

20. As of August 19, 2024, Respondent still had not filed a malpractice complaint against the Dalmans' previous attorney. On August 19, 2024, Kathryn Dalman expressed her frustration to Respondent by text message and requested a status report, and Respondent replied by text, "We are going to get your complaint out before Friday I have one ahead of you who's even madder."

ANSWER: Admits answering further Respondent states he did attempt to draft a complaint but by that time realized that in fact the zoning variation in question on the subject property did not include the manufacture of mulch and that the proposed Defendant had in fact brought the zoning variation to the attention of the court in the previous ordinance violation.

21. As of September 17, 2024, Respondent still had not filed a malpractice complaint on the Dalmans' behalf. On September 17, 2024, Kathryn Dalman sent a text message to Respondent stating that the Dalmans were unwilling to wait any longer for Respondent to file the lawsuit against their former lawyer and requesting that Respondent refund their entire retainer payment of $10,000 so that they could hire another lawyer. Although Respondent received Ms. Dalman's text message, he did not reply to it.

ANSWER: Admits

22. On October 17, 2024, Kathryn Dalman telephoned Respondent, who told her that a

deadline to file the malpractice complaint was coming in about a month and that a new lawyer would not be able to meet that deadline. Respondent told Ms. Dalman that he would file a complaint and then withdraw and refund their retainer in installment payments. Ms. Dalman agreed to Respondent's proposal.

ANSWER: Denies

23. Between October 17, 2024, and December 22, 2024, Kathryn Dalman texted Respondent to request documentation regarding Respondent's filing of the malpractice complaint. Respondent was aware of his clients' efforts to contact him, but he did not reply.

ANSWER: Admits

24. As of December 22, 2024, Respondent still had not filed a malpractice complaint against the Dalmans' prior attorney. On December 22, 2024, Kathryn Dalman sent Respondent a text message expressing concerns about the possible expiration of a statute of limitations relating to any potential malpractice claim against the Dalmans' former lawyer. Respondent replied, "I don't have time to calculate it but it has not run yet if it did i [sic] would tell you. I expect to have a draft to you tommorow [sic]."

ANSWER: Admits

25. On December 23, 2024, Kathryn Dalman sent a text message to Respondent expressing concerns that several weeks earlier he had told her that a new lawyer would only have a month to file a complaint. Kathryn Dalman stated, "Now we are well past that month and you're telling me we've got more time...I can't believe a word you say." Respondent replied, in part, "I'll have your complaint in file this week them [sic] I'm going to quit and you can find someone else to handle it."

ANSWER: Admits to the exchange of text messages and answering further states the text messages in their entirety speak for themselves.

26. After December 23, 2024, Kathryn Dalman learned from a member of Respondent's staff that Respondent was scheduled to be out of the office beginning on December 27, 2024. When Respondent had not filed the complaint by the end of December 26, 2024, Kathryn Dalman sent him email and text messages formally terminating his services and requesting a full refund of the $10,000 retainer fee the Dalmans had paid Respondent. On December 28, 2024, a member of Respondent's staff sent Kathryn Dalman an·email stating that an itemized statement would be prepared and sent to the Dalmans shortly.

ANSWER: Admits

C. Dalmans' Request for Investigation with the ARDC

27. As of January 16, 2025, the Da!mans had not received an itemized statement of the time Respondent claimed to have spent on their potential malpractice case, and on that date, the

Dalmans filed a request for investigation of Respondent with the ARDC.

ANSWER: Admits

28. By letter dated January 22, 2025, to Respondent, counsel for the Administrator asked Respondent to provide a written response to the Dalmans' allegations, along with a copy of his complete file relating to his representation of the Dalmans or their business, and an itemized statement of legal services that he claimed to have performed on their behalf.

ANSWER: Admits

29. On March 25, 2025, Respondent produced an invoice to the ARDC claiming that he had provided 31.95 hours oflegal services to the Dalmans having a total value of$!1,695, none of which related to researching or preparing a complaint to pursue a legal malpractice action. On August 4, 2025, Respondent provided to the ARDC a copy of his file relating to the Dalmans.

ANSWER: Admits and answering further states the aforesaid invoice was after discussion with an ARDC prosecutor a recreation of time spent and was prepared by a paralegal employed by Respondent. Answering further Respondent believes the hours provided were appropriate and accurate and did include the necessary research prior to preparing a complaint.

30. The invoice produced by Respondent in March 2025 stated that in October 2023, Respondent had prepared a response to the then-pending motion for summary judgment in McHenry County ordinance violation case number 2023 OV 72 and filed it on October 3, 2023. The invoice stated, "correspondence with opposing counsel with documents sent we e-filed."

ANSWER: Admits to what the invoice states. Answering further Respondent states the invoice was incorrect and was prepared by a paralegal in Respondents office, Melissa Podgorski, who did not seek input from Respondent prior to the preparation.

31. Respondent's statements on his invoice about his purported actions in connection with a response to the motion for summary judgment in case number 2023 OV 72 were false and intended to mislead the ARDC. In fact, Respondent had not filed a response to that motion, and no communication had been made with the McHenry County State's Attorney's Office about having filed a response.

ANSWER: Admits a response has not been filed to the Motion for Summary Judgment. Denies the rest of the allegations of paragraph 31.

32. Respondent knew or should have known that the statements on his invoice relating the actions he purportedly took in response to the motion for summary judgment were false because he knew that he had not taken the actions he described.

ANSWER: Denies.

33. All purported services as set forth on Respondent's invoice totaling $11,695 to

justify his retention of the $10,000 fee paid to him by the Dalmans related to Respondent's purported review, research, and certain actions in connection with the ordinance violation matters, and not to the legal malpractice matter, in contravention of Respondent's agreement with the Dalmans that he would not charge them for those services, as well as Respondent's November 9, 2022, initial retainer agreement providing that the fee the Dalmans paid was intended only for a legal malpractice claim against their former attorney.

ANSWER: Denies the allegations of paragraph 33 and answering further states research entries included the malpractice issues as well as the ordinance issues and denies ever telling Dalman's that he would represent them in an Ordinance Violation whereby the county was attempting to obtain fines well in excess of $25,000 and curtail business activities by the Dalman's.

34. At no time did Respondent seek or obtain the Dalmans' authority to alter the terms of their November 9, 2022, retainer agreement to allow him to charge them for his purported work on the ordinance violation cases.

ANSWER: Denies.

35. At no time did Respondent file a legal malpractice lawsuit or take any other action on behalf of the Dalmans relating to their claims against their former attorney.

ANSWER: Admits never filing a Legal Malpractice lawsuit and denies not taking any other action on behalf of the Dalman's relating to their claims against their former attorney.

36. By the time the Dalmans learned of Respondent's failure to take action in their matter following the dismissal of their claims, any legal malpractice claim had become time-barred.

ANSWER: Denies and answering further states that Respondent had determined a valid cause of action did not exist for legal malpractice and had so advised the Dalman's on more than one occasion.

37. Respondent did not provide legal services sufficient to justify the legal fee of $10,000 paid to him by the Dalmans.

ANSWER: Denies.

38. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Board voted to file a complaint against Respondent relating to his representation of the Dalmans, Respondent had not provided any written response relating to the Dalmans' request for investigation to the ARDC.

ANSWER: Admits

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

a. failing to act with reasonable diligence and promptness in

representing a client, by conduct including failing to file an appearance or a response to the motion for summary judgment that had been filed in case number 23 OV 72, or to appear in court in that matter, or to draft or timely file a legal malpractice lawsuit for the Dalmans against their former attorney before the expiration of the statute of limitations, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required, by conduct including failing to inform the Dalmans that Respondent had not timely filed a malpractice lawsuit on their behalf against their former attorney or filed a response to the motion for summary judgment that had been filed against them in case number 2023 OV 72, in violation of Rule l.4(a)(l) of the Illinois Rules of Professional Conduct (201O);

c. failing to refund an unearned fee, by conduct including failing to return any portion of the $10,000 fee that Respondent received from the Dalmans, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010);

d. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC ii written response to the Dalmans' request for investigation of his conduct, in violation of Rule 8.l(b) of the Illinois Rules of Professional Conduct; and,

e. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including making false and misleading statements to the ARDC by submitting an invoice that contained false information about the scope of his employment for the Dalmans and by falsely telling the Dalmans he had taken action on their behalf in case number 2023 OV 72, in violation of Rule 8.4(c) of the Jllinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 39 and each of the subparagraphs of paragraph 39 and

answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT II

(Lack of Diligence and False Statements in the Legal Malpractice Matter of Robert Wojcik)

40. On August 8, 2023, Respondent and Robert Wojcik agreed that Respondent would file a legal malpractice complaint against the attorney who handled Wojcik's personal injury claims following a September 2020 fall in a nursing home. Wojcik and Respondent agreed that Respondent would accept a contingency fee of one-third of any recovery he obtained on behalf of Wojcik, and Wojcik agreed to pay a $10,000 retainer that was "to be subtracted from the final fees due." The fee agreement also provided that "actual legal services performed for the client shall include all time spent by counsel ... excluding the initial interview" and that Wojcik would be responsible for paying any costs associated with the pursuit of his claim, but that "the Gooch firm will advance costs from the retainer with the exception of Expert Witness fees." On that same date, Wojcik gave Respondent a check in the amount of $10,000 as Respondent's requested retainer.

ANSWER: Admits to the extent of the language contained in the aforesaid written retainer agreement and further answering states the agreement speaks for itself.

41. In early December 2023, Wojcik telephoned Respondent, and Respondent told Wojcik that he expected to file a malpractice complaint against Wojcik's former attorney by mid-December, and would provide Wojcik with a copy of that complaint after it was filed. When Wojcik did not receive anything from Respondent by mid-December, he attempted to call Respondent on several occasions continuing through January 30, 2024.

ANSWER: Denies the allegations of paragraph 41 and answering the complaint further states that WOJCIK on a regular basis communicated with Respondent.

42. Having received no response from Respondent to his inquiries, January 30, 2024, Wojcik sent a letter informing Respondent that Wojcik was terminating his services and requesting a full refund of his retainer.

ANSWER: Admits such a letter was written and received. Denies that it was for the reasons stated and answering further states that there are numerous other reasons why WOJCIK chose to issue his letter.

43. On February 2, 2024, Respondent telephoned Wojcik and told Wojcik that firing Respondent would be "a big mistake." Respondent then requested an additional $5,000 in fees "in order to be ready for trial by March 1, 2024" When Wojcik declined to pay Respondent any

additional fees and insisted on terminating Respondent's representation, Respondent told Wojcik that he would not refund any portion of Wojcik's $10,000 retainer because he believed he had earned it in reviewing documents Wojcik had given him. Respondent also told Wojcik that he had obtained an expert who would be reviewing Wojcik's previous attorney's handling of his personal injury case. Wojcik agreed to allow Respondent to continue working on his case if Respondent drew up a revised fee agreement. Respondent agreed to prepare a new fee agreement by February 5, 2024, and said that he would call Wojcik to arrange for it to be picked up.

ANSWER: Admits to the telephone call. Denies requesting an additional $5,000 for fees and denies suggesting the matter would be ready for trial 30 days thereafter on March 1, 2024. Respondent admits he told Wojcik that he would not refund any portion of the retainer and admits that he had earned the retainer. Denies ever telling Wojcik that he had ever obtained an expert. Admits that Wojcik continued the working relationship with Respondent and denies ever agreeing to create "Revised Fee Agreement" and answering further states there is no reason to create a Revised Fee Agreement.

44. Respondent's February 2, 2024, statements to Wojcik that he could be "ready for trial by March 2024" and "had obtained an expert" to review Wojcik's file were false and intended to mislead Wojcik, because Respondent had not filed a legal malpractice complaint, and he had neither sought nor obtained a legal expert to review Wojcik's previous attorney's handling of Wojcik's personal injury case.

ANSWER: Denies the allegations of paragraph 44 answering further Respondent states he never made such statements to Wojcik.

45. Respondent knew his statements to Wojcik were false when he made them because Respondent knew that as of February 2, 2024, Respondent had not prepared, filed, or served a legal malpractice lawsuit on Wojcik's behalf, so there would be no trial the following month, nor had Respondent sought or obtained the services of an expert on Wojcik's behalf.

ANSWER: Denies answering future states that he had not prepared a Legal Malpractice lawsuit as Respondent could not establish between Wojcik and his former attorney or claimed former attorney.

46. As of February 23, 2024, Respondent had not communicated further with Wojcik or presented him with a revised fee agreement. On February 23, 2024, Wojcik filed a request for investigation of Respondent with the ARDC, and counsel for the Administrator then asked Respondent to provide a written response and to produce his file relating to his representation of Wojcik.

ANSWER: Admits that as of February 23, 2024, he had not communicated further with Wojcik and had not prepared a Revised Fee Agreement answering further Respondent states

that he never told Wojcik he would prepare a Revised Fee Agreement and there was no reason to prepare such an agreement. Respondent denies the remaining allegations of paragraph 46 and answering further states that he is without the necessary information to either admit or deny when Wojcik filed a request for investigation. Answering further Respondent states that he was asked to prepare a written response and failed to do so but did produce his file.

47. By letter dated July 3, 2024, Respondent responded to the ARDC, acknowledging that he had agreed to represent Wojcik and claiming that he spent approximately 12 hours reviewing Wojcik's medical records, and another 10 to 15 hours doing unspecified research and attempting to establish the existence of an attorney-client relationship between Wojcik and the lawyer who would be the subject of Wojcik's malpractice complaint.

ANSWER: Admits to the issuance of a letter relating to time spent. Denies remaining allegations of paragraph 47.

48. On August 12, 2024, Respondent produced a 1352-page file, which contained medical records for Wojcik, some handwritten notes from Respondent's initial meeting with Wojcik (which had been specifically excluded from billing per Respondent's fee agreement with Wojcik), and a copy of Respondent's fee agreement with Wojcik. The file did not contain any documents created by Respondent, any communications from Respondent to Wojcik's former counsel seeking information about that attorney's past representation of Wojcik, or any communications to Wojcik, including any communication setting forth any conclusions regarding the results of Respondent's review of Wojcik's documents or his purported inability to establish an attorney-client relationship between Wojcik and Wojcik's former lawyer.

ANSWER: Admits that his file was produced denies the remaining allegations of paragraph 48 and affirmatively states the file speaks for itself answering further Respondent believes that he has an additional CD-ROM of medical records produced by Good Shepard Hospital which were not a part of the 13, 052 file set forth in paragraph 48 and consisted of numerous chart notes and other comments which Respondent obtained with the help of Wojcik's brother in order to find something that would substantiate an attorney client relationship between Wojcik and his claimed former attorney.

49. By letters dated December 12, 2024, March 10, 2025, and April 23, 2025, counsel for the Administrator asked Respondent to provide an itemization of services Respondent claimed to have provided to Wojcik, and any and all documentation, including any work product such as his notes, copies of any research documents, memoranda of his conclusions, summaries of client meetings or discussions, any correspondence, or other records to substantiate Respondent's purported efforts to examine documents or to conduct research relating to Wojcik's possible

malpractice claim and to relay his conclusions to Wojcik.

ANSWER: Admits

50. On March 24, 2025, Respondent provided a "reconstructed time record" generated by Respondent "after reviewing the files in question, applicable notes, calendars, court records, disbursements and memory," in which he purported to have provided $4,880 in services to Wojcik. Respondent did not itemize his purported services and, despite his prior assertions that Wojcik's $10,000 retainer had been depleted by file review, research, and investigation, Respondent did not produce any evidence of the hours he had claimed to have expended on behalf of Wojcik. Further, Respondent did not explain why he did not refund any unearned fees, since Wojcik paid him a $10,000 retainer and Respondent's recreated account statement described an unused balance of fees owed to Wojcik.

ANSWER: Admits to the document produced to administer and affirmatively states that it was a partially reconstructed time record created by a Paralegal, Melissa Podgorski, in Respondents office and affirmatively states that the time record prepared by her did not include all time prepared by Respondent. Answering further Respondent affirmatively states that nothing further was furnished the complainant regarding a refund of unearned fees because there were no unearned fees.

51. Respondent did not provide legal services to Wojcik sufficient to have earned the $10,000 retainer fee paid to him by Wojcik.

ANSWER: Denies

52. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Board voted to file a complaint in this matter, Respondent had not refunded any portion of Wojcik's $10,000 retainer fee.

ANSWER: Admits

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to take any action to pursue a malpractice claim on behalf of Wojcik, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (20 IO);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to Wojcik's requests for information regarding the status of his claim, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional

Conduct (20 IO);

c. failing to refund an unearned fee, by conduct including failing to return any portion of!the $10,000 fee that Respondent received from Wojcik, in violation of Rule l. l 6(d) of the Illinois Rules of Professional Conduct (2010); and

d. conduct involving dishonesty", fraud, deceit, or misrepresentation, by his false statements to Wojcik that he had obtained an expert witness artd that he could be ready for trial in March 2024 if Wojcik paid him additional fees of $5,000, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 53 and each of the subparagraphs of paragraph 53 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT III

(Lack of Diligence and False Statements in the Legal Malpractice Matter of Dylan Reeves)

54. On November 15, 2021, Respondent and Dylan Reeves agreed that Respondent would file a legal malpractice complaint against Reeves' s former lawyers relating to their representation of Reeves, individually and derivatively on behalf of Reeves' two commercial properties, 5431-33 S. Wabash LLC and 5437 S. Wabash LLC, in a bankruptcy matter. Reeves and Respondent agreed that Respondent's receipt of a fee would be contingent on the recovery of an award or settlement and that the fee would be one-third of any recovery Respondent obtained on Reeves's behalf. Reeves also agreed to pay a $7,500 retainer that was "to be subtracted from the final fees due." The fee agreement that Respondent drafted also provided that Reeves would be responsible for any costs associated with his claim. On that same date, Reeves gave Respondent $7,500 in cash as Respondent's requested retainer fee.

ANSWER: Respondent admits the allegations of paragraph 54.

55. The fee agreement prepared by Respondent did not include Reeves's commercial property LLCs as parties to the agreement. Shortly after November 15, 2021, Reeves asked Respondent to redraft the fee agreement to remedy the omission, but Respondent never complied with that request.

ANSWER: Admits the fee agreement did not include Reeves's LLC's and denies the

remaining allegations of paragraph 55. Answering further at no time did Reeve's ever tell Respondent he had LLCs during the initial formation of the attorney client relationship.

56. On February 22, 2022, Respondent filed a legal malpractice claim in the Circuit Court of Cook County to initiate the matter,' entitled *Dylan Reeves, Individually and Derivatively on Behalf of 5437 South Wabash LLC and 5431-33 South Wabash LLC v. Legal Remedies Chartered, James Hardemon, William E. Jameson Jr., William E. Jameson Jr. & Associates, Benjamin Brand LLP, Kevin Benjamin and Theresa Benjamin.* The clerk of the court assigned the matter docket number 2022 L 1747.

ANSWER: Admits

57. As of April 22, 2022, Respondent had served all defendants except William E. Jameson, Jr., and William E. Jameson, Jr. & Associates. On April 22, 2022, Reeves emailed Respondent asking ifhe had served a certain defendant with the complaint in case number 2022 L 1747, and on April 25, 2022, Respondent replied by email, "Yes everyone has been served."

ANSWER: Respondent makes no answer as there is no allegation to paragraph 57.

58. Respondent's April 22, 2022, statement to Reeves that all defendants had been served was false and intended to mislead Reeves, because at the time he made the statement, Respondent had not obtained service on defendants William E. Jameson, Jr., or William E. Jameson Jr. & Associates.

ANSWER: Respondent makes no answer to paragraph 58 as there is no allegation

59. Respondent knew that his April 22, 2022, statement to Reeves about having having obtained service on all defendants was false because he knew that he had not yet obtained service on two of the defendants.

ANSWER: Admits to service on some but not all Defendants. Admits to an e-mail sent by Reeve's on April 22, 2022 and admits to the e-mail sent back to Reeves on April 25, 2022 answering further Respondent states that at the time he believed all defendants had been served.

60. On August 4, 2022, defendant Legal Remedies Chartered filed a motion to dismiss Reeves's complaint in case number 2022 L 1747, arguing that Reeves lacked standing and had not stated a cause of action against the law firm. By order entered on that same date, the Hon. Thomas More Donnelly set a deadline of August 25, 2022, for Respondent to respond to the motion to dismiss, and scheduled a status call for October 4, 2022.

ANSWER: Denies but admits that service had not been obtained on one Defendant and Defendant's business.

61. After being granted two extensions by Judge Donnelly, on October 6, 2022,

Respondent filed a response to the motion to dismiss the complaint filed by defendant Legal Remedies Chartered, and on October 17, 2022, defendant Legal Remedies Chartered filed a reply to Respondent's response.

ANSWER: Denies

62. On October 26, 2022, Judge Donnelly entered an order in case number 2022 L 1747 granting defendant Legal Remedies Chartered's motion to dismiss after concluding that the complaint did not allege facts sufficient to establish that Reeves had standing to bring the case and granting Respondent leave to file an amended complaint on or before November 23, 2022. Judge Donnelly also scheduled a case management hearing for February 1, 2023.

ANSWER: Admits

63. On December 12, 2022, without notice to or authority from Reeves, Respondent filed a motion to voluntarily dismiss case number 2022 L 1747 pursuant to 735 ILCS 5/2-1009, seeking the case's dismissal, without prejudice, for defendant Legal Remedies Chartered only. In his motion, Respondent stated that upon leave of court he intended to file an amended complaint against the firm. By order dated December 16, 2022, Judge Donnelly granted Respondent's motion and dismissed Legal Remedies Chartered as a party to case number 2022 L 1747.

ANSWER: Admits to the filing of the Complaint and admits to requests made by the Respondent for extensions and answering further states that it is not unusual in a complicated motion to require additional time to respond.

64. After December 12, 2022, Respondent did not file an amended complaint in case number 2022 L 1747, nor did he inform Reeves that he had caused the voluntary dismissal of one of the defendants, that he intended to file an amended complaint, that he had not filed any amended complaint, or what the consequences of not filing an amended complaint could be on Reeves' claims against that defendant.

ANSWER: Admits an order was entered makes no answer to the content of the order and affirmatively states that the order speaks for itself.

65. On February 1, 2023, Judge Donnelly held a status/case management hearing for the remaining parties to case number 2022 L 1747. Judge Donnelly continued the matter for status and presentment of a motion to amend the complaint to March 16, 2023. On March 16, 2023, Judge Donnelly continued the matter to April 25, 2023, then again from April 25, 2023, to May 23, 2023.

ANSWER: Admits to the allegations of paragraph 65 but denies that he did not have authority from the Complainant and did not give notice to the complainant.

66. On May 12, 2023, defendants Benjamin Brand LLP, Kevin Benjamin, and Theresa

Benjamin filed an answer to the complaint and a motion for summary judgment in case number 2022 L 1747, on the bases that Reeves had not established that "but for" the negligent acts of the defendants, the plaintiffs would have prevailed in the claims made in the underlying case, had failed to establish that Reeves suffered actual damages as a proximate result of the attorneys' alleged negligence, and had failed to present any expert opinion to address the standard of care.

ANSWER: Admits that he did not file an Amended Complaint which would have been somewhat impossible as the underlying matter was dismissed without prejudice and pursuant to statute. Respondent denies not speaking with the complainant regarding the dismissal without prejudice.

67. On May 23, 2023, Judge Donnelly entered an order in case number 2022 L 1747 setting a briefing schedule for the motion for summary judgment and a June 28, 2023, deadline for Respondent to file his response to the motion for summary judgment. Judge Donnelly also scheduled oral argument on the motion for July 25, 2023.

ANSWER: Admits to the entry of the aforesaid Court Orders.

68. As of July 18, 2023, Respondent had not filed any pleading responsive to the motion for summary judgment in case number 2022 L 1747, and on that date, Judge Donnelly granted the motion for summary judgment filed on behalf of defendants Benjamin Brand LLP, Kevin Benjamin, and Theresa Benjamin. Judge Donnelly struck the oral argument date of July 25, 2023, and scheduled a status date for the remaining defendants for August 22, 2023. Respondent was notified of that court date by email from the clerk to his business email address, gooch@goochfirm.com.

ANSWER: Admits to the filing of a Motion to Dismiss based on Summary Judgment and states the Motion speaks for itself. Respondent therefore denies the remaining allegations and refers to the document for its content.

69. On July 20, 2023, Reeves checked the docket for case number 2022 L 1747 and saw that Respondent had not filed a response to the motion for summary judgment. On that date, Reeves sent a text message to Respondent asking, "Did the judge grant Benjamin [sicJ Motion for summary judgment? I didn't see our response filed. Which defendant was allowed to be released from the proceedings?" to which Respondent replied, "Not yet but he is going on the theory that Jamison [sic] could have fixed everything that Benjamin did based on the subsequent counsel rule... It was the corporate defendant in count three the corporation didn't exist at the time of wrong doing [sic]."

ANSWER: Admits to the entry of an order.

70. Respondent's July 20, 2023, text message to Reeves that the court had "not yet" ruled on the motion for summary judgment for the Benjamin defendants was false and intended tol

mislead Reeves, because Respondent knew that he had not filed a response to the motion for summary judgment and that Judge Donnelly had already granted the motion for summary judgment on July 18, 2023.

ANSWER: Admits to the actions of the Court as set forth in paragraph 70 and answer further states that a response could not be field.

71. Respondent's July 20, 2023, text message to Reeves stating that in his purported ongoing review of the motion for summary judgment, Judge Donnelly "is going on the theory that Jamison [sic] could have fixed everything that Benjamin did based on the subsequent counsel rule" was false, because the motion for summary judgment had already been granted based on the factors set forth in the motion for summary judgment, as described in paragraph 66, above, to which Respondent had not responded.

ANSWER: Admits to the allegations of paragraph 71 and admits further to responding to a text message neither one of which neither the text message nor Respondent's response are in the possession of Respondent as having been deleted.

72. On August 22, 2023, Reeves checked the court docket for case number 2022 L 1747 and noticed that the case was scheduled for a videoconference hearing on that date. Reeves logged into the videoconference hearing and saw that Respondent was not participating in the call. Judge Donnelly placed the matter at the end of his status call for the day and eventually continued the matter for a new status call on September 5, 2023.

ANSWER: Denies the allegations of paragraph 72 and alleges affirmatively the text message was prior to the Courts action.

73. On August 22, 2023, Reeves attempted to telephone Respondent on several occasions and was able to reach Respondent at 9:30 a.m., at which time he asked Respondent why he was not participating in the videoconference hearing. Respondent told Reeves that he was not feeling well, so he would not be participating. Respondent also told Reeves for the first time that defendants Benjamin Brand LLP, Kevin Benjamin, and Theresa Benjamin were no longer defendants in case number 2022 L 1747. Respondent also told Reeves during the August 22, 2023, call that those defendants had been granted summary judgment because a "new case" fatal to Reeves's claim against these defendants had evolved from the "subsequent counsel rule." Finally, Respondent told Reeves that it was now his plan to get the case voluntarily dismissed and that he would refile the case before the end of the calendar year.

ANSWER: Denies

74. Respondent's August 22, 2023, statement to Reeves about the basis for the court's dismissal of certain defendants from the case was false because a "new case" fatal to Reeves's claim against these defendants had not evolved from the "subsequent counsel rule" because the

defendants' motion never raised that issue as a basis for their request for summary judgment.

ANSWER: Admits

75. Respondent knew that his August 22, 2023, statement to Reeves that a "new case" fatal to Reeves's claim against those defendants had evolved from the "subsequent counsel rule" was false when he made it. In fact, the motion for summary judgment had been granted, at least in part, because Respondent had not filed a response.

ANSWER: Denies as to multiple phone calls from the complainant and admits to reaching complainant on August 22, 2023, at approximately 9:30 a.m. Respondent admits to telling the Complainant he was not feeling as he had told complainant on numerous occasions that he was not well. Respondent denies ever telling Reeve's "for the first time" that various Defendants were no longer part of the lawsuit. Respondent denies the remaining allegations of paragraph 75 and answering further states the "successor council rule" had been in existence for some time. Answering further Respondent states, he never used the term "subsequent council rule.

76. On September 5, 2023, Respondent filed a motion to voluntarily dismiss case number 2022 L 1747 pursuant to 735 ILCS 5/2-1009, seeking the case's dismissal, without prejudice, with leave to refile, which was granted by the court by an agreed order on that same date.

ANSWER: Denies

77. After September 5, 2023, Respondent did not take any action to reinstate or refile Reeves's legal malpractice claim.

ANSWER: Denies

78. After September 5, 2023, Respondent did not inform Reeves that he had not taken any action to reinstate Reeves's claim nor did Respondent inform Reeves of the civil remedies that could be available to Reeves, and, as a result, Reeves's claims became time-barred.

ANSWER: Denies

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to respond to the motion to dismiss defendant Legal Remedies Chartered or the motion for summary judgment filed by defendants Benjamin Brand LLP, Kevin Benjamin, or Theresa Benjamin, or take any action on behalf of Reeves to refile his claims, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule l.0(e), is required, by conduct including failing to inform Reeves of the dismissal of defendant Legal Remedies Chartered or the motion for summary judgment filed by defendants Benjamin Brand LLP, Kevin Benjamin, or Theresa Benjamin, or take any action on behalf of Reeves to refile his claims, in violation of Rule l.4(a)(l) of the Illinois Rules of Professional Conduct (2010); and, conduct involving dishonesty,, fraud, deceit, or misrepresentation, by conduct including making false and misleading statements to Reeves about the status of his claims and his lawsuit, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 79 and each of the subparagraphs of paragraph 79 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT IV

(Lack of Diligence and False Statements in the Tax Acquisition Matter of Dylan Reeves)

80. On February 9, 2023, Respondent and Dylan Reeves agreed that Respondent would file a complaint against Newline Holdings LLC and affiliated companies relating to that entity's acquisition of Reeves's commercial properties at a tax scavenger sale. Reeves and Respondent agreed that Respondent would accept a contingency fee providing him one-third of any recovery he obtained on behalf of Reeves, and Reeves agreed to pay an additional $5,000 as a retainer, "to be subtracted from the final fees due." The fee agreement provided that "any unused or unbilled portion of the advance payment retainer will be returned to the client." On that same date, Reeves gave Respondent $5,000 via a cashier's check payable to "Thomas Gooch" as Respondent's requested retainer.

ANSWER: Admits the allegations of Paragraph 80 as so far as to reaching an agreement with the complainant and answering further states the agreement in its entirety speaks for itself therefore Respondent denies the remaining allegations of paragraph 80 based on the best evidence rule.

81. The February 9, 2023, retainer agreement prepared by Respondent did not include Reeves's commercial property LLCs as parties to the agreement. Shortly after February 9, 2023, Reeves asked Respondent to redraft the fee agreement to remedy the omission, but Respondent never complied with that request.

ANSWER: Admits the LLCs were never included as parties to the agreement and denies the remaining allegations of paragraph 81.

82. After February 9, 2023, Respondent took no further action relating to Reeves's claims against Newline Holdings nor did he inform Reeves that he had not taken, and did not intend to take, any action on Reeves's behalf relating to that matter.

ANSWER: Denies the allegations of paragraph 82 answering further Respondent affirmatively states that he spent a great deal of time researching what Respondent came to believe was a "bogus claim" being made by the complainant who had succeeded in having Newline Holdings pay the real estate taxes on complainants' property and was attempting to cheat Newline Holding from redeeming the taxes.

83. After February 9, 2023, Respondent never sent Reeves a billing statement setting forth the legal services, if any, that Respondent provided on behalf of Reeves relating to his dispute with Newline Holdings, nor did Respondent refund any portion of the $5,000 retainer fee Reeves had paid him.

ANSWER: Admits

84. On August 22, 2023, Reeves asked Respondent to refund the $5,000 retainer he had paid to Respondent to file suit against Newline Holdings. By email to Reeves dated August 23, 2023, Respondent stated, in part: "I have reviewed each and every document you brought me on Newline and even reviewed the court file. I did the necessary research (briefly) to determine the cause of action... I will run a bill to show you how the time on Newline was spent. I can assure you that I have spent far more then [sic] 12.5 hours on Newline which at 400 dollars per hour well exceeds the $5,000.00 you gave me."

ANSWER: Admits and answering further states Respondent will produce time records in discovery.

85. On May 5, 2025, Reeves sent a request for investigation of Respondent to the ARDC in connection with Respondent's representation of Reeves in both matters as described in Counts III and IV of this complaint.

ANSWER: Respondent makes no answer as there are no allegations to paragraph 86

86. By letter dated May 30, 2025, to Respondent's counsel, counsel for the Administrator asked Respondent to provide a response to Reeves's request for investigation, to provide reconstructed time records showing the services he claimed to have provided to Reeves and when he provided them, and to produce a copy his file relating to his representation of Reeves in connection with both of his legal matters, including any research, notes, memoranda, and any other work product to support his contention that Respondent had earned the $5,000 fee paid by Reeves.

ANSWER: Denies

87. By letter dated June 11, 2025, counsel for Respondent produced to the ARDC his file materials relating to his representation of Reeves. Those file materials did not include any work product showing that Respondent had reviewed files or conducted legal research for Reeves's claims against Newline Holdings.

ANSWER: Admits

88. As of August 26, 2025, the date Panel C of the ARDC Inquiry Panel voted to file a complaint in this matter, Respondent had not submitted any written response to the allegations set forth in Reeves's request for investigation of him, nor had Respondent produced an itemized statement of any legal services he claimed to have provided on behalf of Reeves, or any document, including work product, to support his claim to Reeves that he had conducted a file review and research, or to show that he had earned the $5,000 retainer fee paid to him by Reeves to pursue a claim against Newline Holdings.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to take any action on behalf of Reeves to pursue his claim against Newline Holdings, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule I.0(e), is required, by conduct including failing to inform Reeves that he had not taken any action to pursue his claim against Newline Holdings, in violation of Rule l.4(a)(l) of the Illinois Rules of Professional Conduct (2010);

c. failing to refund an unearned fee, by conduct including failing to return any portion of the $5,000 fee that Respondent received from Reeves to take action concerning Reeves' s claim against Newline Holdings, in violation of Ru.le 1.16(d) of the lliinois Rules of Professional Conduct (2010); and

d. failing to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to provide a written response to Reeves' s request for investigation to the ARDC

or to produce an itemized statement of his services to Reeves relating to the Newline Holdings matter, in violation of Rule 8.1(b) of the lllinois Rules of Professional Conduct.

ANSWER: Denies paragraph 89 and each of the subparagraphs of paragraph 89 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XVI

(Lack of Diligence and False Statements in the Legal Malpractice Matter of Michael McNulty)

90. On or about August 29, 2022, Respondent and Michael McNulty agreed that Respondent would file a legal malpractice complaint against McNulty's former lawyer relating to that lawyer's representation of McNulty in a family dispute. McNulty and Respondent agreed that Respondent would accept a contingency fee providing Respondent one-third of any recovery he obtained on behalf of McNulty, in addition to a $10,000 retainer, which McNulty agreed to pay in two payments of $5,000 on August 29, 2022, and September 29, 2022. The fee agreement also provided that McNulty would be responsible for the payment of any costs associated with his claim. On August 29, 2022, McNulty made a payment to Respondent via PayPal in the amount of $4,950 towards his requested retainer, and he paid the remainder of his retainer in September 2022.

ANSWER: Admits.

91. On September 7, 2022, Respondent filed a legal malpractice claim on behalf of McNulty in the Circuit Court of Cook County to initiate the matter entitled *Michael McNulty v.* C. *Shawn Jones and the Law Offices ofC. Shawn Jones.* The clerk of the court assigned the matter case number 2022 L 8057.

ANSWER: Admits.

92. At all times alleged in this complaint, Illinois Supreme Court Rule 102(a) provided that: "Promptly upon issuance, summons (together with copies of the complaint as required by Rule 104) shall be placed for service with the sheriff or other officer or person authorized to serve **process."**

ANSWER: Admits

93. At all times alleged in this complaint, Illinois Supreme Court Rule I 03(b) provided that: "If the plaintiff fails to exercise reasonable diligence to obtain service on a defendant prior to the expiration of the applicable statute of limitations, the action as to that defendant may be dismissed without prejudice. If the failure to exercise reasonable diligence to obtain service on a defendant occurs after the expiration of the applicable statute of limitations, the dismissal shall be

with prejudice as to that defendant only and shall not bar any claim against any other party based on vicarious liability for that dismissed defendant's conduct. The dismissal may be made on the application of any party or on the court's own motion. In considering the exercise of reasonable diligence, the court shall review the totality of the circumstances, including both lack of reasonable diligence in any previous case voluntarily dismissed or dismissed for want of prosecution, and the exercise of reasonable diligence in obtaining service in any case refiled under section 13-217 of the Code of Civil Procedure."

ANSWER: Admits to the existence of Supreme Court Rule 103(b) and answering further the rule speaks for itself in its entirety.

94. After filing the complaint in case number 2022 L 8057, Respondent did not take appropriate action to promptly serve defendant C. Shawn Jones with the complaint at Jones's law firm, including requesting or obtaining leave to appoint a special process server.

ANSWER: Denies

95. Prior to March 27, 2023, McNulty called the Office of the Clerk of the Cook County Circuit Court and was informed that neither Jones nor his firm had been served with the complaint in case number 2022 L 8057. McNulty telephoned Respondent to ask about the reason for the delay in obtaining service, and Respondent told McNulty that the Cook County Sheriff's Office had delayed serving the defendant, but also that Jones had been served by special process server four weeks earlier and Respondent was awaiting the proof of service.

ANSWER: Neither admits nor denies to who the complainant may have called at the Circuit Court Clerk and therefore denies the allegation. Answering further denies the remaining allegations of paragraph 95.

96. Respondent's statements to McNulty that the sheriff had delayed in serving Jones or his firm, and that Jones and his firm had been served by a special process server, were false because Respondent had not placed the complaint with the Cook County Sheriff's Office for service, nor had he sought leave or obtained leave of the court to obtain a special process server in case number 2022 L 8057.

ANSWER: Denies

97. Respondent knew that his statements to McNulty that the sheriff had delayed in serving Jones or his firm, and that Jones and his firm had been served by a special process server, were false because Respondent knew that he had not placed the complaint with the sheriffs office or obtained leave of the court to obtain a special process server.

ANSWER: Denies. Answering further Respondent affirmatively states he repeatedly tried to locate the Defendant in the filed lawsuit who had either permanently or otherwise closed his office. Respondent representatives were so informed by adjoining officeholders that the

office had been closed, and the mail was piling up.

98. On March 27, 2023, McNulty sent an email to the Cook County Sheriff's Office asking for an explanation of that Office's failure to obtain service on the defendant. By email on March 28, 2023, Cook County Sheriff's Office supervisor Jennifer O'Neal responded to McNulty's email stating that their office had no record of a sheriff service assignment under case number 2022 L 8057.

ANSWER: Admits to the existence of the e-mail of March 27, 2023, and admits to the existence of the March 28, 2023 e-mail sent not to Respondent but to Respondent's office.

99. On March 28, 2023, McNulty sent an email to O'Neal in the Cook County Sheriff's Office stating that Respondent had filed a motion for an alias summons citing the failure of the sheriff's office to obtain service, to which O'Neal replied: "I've searched by the following: case number, plaintiff name, defendant name and address. My search resulted in no returns. I am to conclude service was never submitted to the Sheriff for service of process."

ANSWER: Admits to Respondents apparent diligence and continuing to follow up with the Cook County Sheriff's Office by e-mail on March 28, 2023, and admits to the response.

100. On March 28, 2023, April 17, 2023, and April 19, 2023, McNulty sent emails asking Respondent for the status of Respondent's purported efforts to obtain service on Jones and his law firm in case number 2022 L 8057. On April 19, 2023, Respondent delivered an alias summons to McNulty, who sent the following email to Respondent:

> Hi Tom, I just filed your alias summons. I am at a loss for words as to why I have to be doing this, when I provided you a retainer for $10,000 in early September, of which you told me I need to do nothing, as you had it handled. Since, nothing has happened according to the electronic docket search since October 2022. The Sheriff's Department confirmed they never received a check from you nor any court documents. You mentioned the Special Process Server was successful in February, yet nothing indicating such, to date.

ANSWER: Admits to the e-mail received by complainant on April 19, 2023 and answering further states that the complainant had insisted on receiving the alias summons as he wished to handle it himself.

101. As of April 27, 2023, neither Jones nor his law firm had been served with the complaint related to case number 2022 L 8057. On April 27, 2023, McNulty sent an email to Respondent asking Respondent to "please advise on where we stand and why there is still no progress since filing, other than your unproven claim that [the defendant] was served in February via a Special Process Server." On that same date, Respondent replied, "I've staffed up again at the office with good people... As to your case I'm going to get it on the right path next week and

keep it there... the alias summons you said you filed was that thru the e-file system? Did you get it back?" On the same date, McNulty replied by email: "I was advised by the clerk of the court, that the original summons needed to be updated with an Alias Summons by you. Upon submission, service needs to be made within 30 days. Alternately, a motion for appointment of a Special Process Server can be made directly to the Judge."

ANSWER: Admits that there had not been service answering further Respondent states that he was during this period of time attempting to locate the Defendant in the underlying action. Respondent makes no answer to the statements by the complainant to third parties as to what he was advised and demands strict thereof

102. Between May 4, 2023, and June I, 2023, McNulty sent five emails to Respondent requesting information about the status of case number 2022 L 8057, and specifically about service of the complaint on the defendants. On June 1, 2023, Respondent asked McNulty for Jones's home address, then followed up with an email stating, "Never mind I found the address... " McNulty replied, "He still maintains the same office space as well, in Evanston."

ANSWER: Admits to the e-mails.

103. As of June 15, 2023, neither Jones nor his law firm had been served with the complaint or summons related to case number 2022 L 8057. On June 15, 2023, McNulty sent an email to Respondent requesting information about the status of the matter, and Respondent replied that he was fishing, had poor internet service at his location, and would get back to McNulty on June 20, 2023. On June 22, 2023, McNulty sent an email to Respondent stating, "just checking on the status of service against [defendant]." Respondent replied that "they tried 4 times I can get you thee [sic] dates when I'm in the office. I ordered another 4 attempts."

ANSWER: Admits that the Defendant in the underlying action and his firm had not been served by June 15, 2023, answering further that Jones could not be located. Admits to the e-mails sent by complainant and denies the remaining allegations of paragraph 103.

104. By email on June 23, 2023, McNulty expressed his dissatisfaction with Respondent's legal representation and asked for a refund of his retainer. On that same date, Respondent replied: "I'm sorry but I h Ave [sic] time involved In reviewing an diligence in preparing to return a retainer as you request at 400 hundred an [sic] hour ifs pretty easy to earn I0,000.00. It is not my fault he hides, I eventually will find him."

ANSWER: Admits

105. On October 19, 2023, a licensed investigator hired by Respondent, but not appointed by the court to serve process on the defendant, delivered a copy of the complaint in case number 2022 L 8057 to Jones at his office.

ANSWER: Admits

106. On November 13, 2023, counsel for defendants Jones and The Law Offices of C. Shawn Jones (collectively "Jones") filed a motion to quash service in case number 2022 L 8057 on the basis that Respondent never requested or obtained leave to appoint a special process server and scheduled the motion to be heard on November 22, 2023. A copy of the motion was served by mail on Respondent.

ANSWER: Admits

107. On November 20, 2023, Respondent filed a motion for leave to issue alias summons in case number 2022 L 8057 on the basis that "plaintiff drafted and never filed the motion for process server like he thought." On November 22, 2023, Respondent filed a motion for special process in case number 2022 L 8057. Respondent set both motions to be heard in person in court on November 22, 2023.

ANSWER: Admits

I08. On November 22, 2023, both Respondent and counsel for Jones appeared in court in case number 2022 L 8057. The Hon. Maureen 0. Hannon entered an order granting defendant's motion to quash the purported October 19, 2023, service of Jones in case number 2022 L 8057, and granting Respondent's motion to appoint a special process server. On November 27, 2023, Respondent obtained service of process on Jones.

ANSWER: Admits

109. On December 15, 2023, counsel for Jones filed a motion to dismiss the complaint in case number 2022 L 8057 pursuant to Supreme Court Rule 103(b), on the basis that Respondent had not exercised reasonable diligence in his pursuit of McNulty's claim by filing a complaint three days before the statute of limitations expired, by failing to obtain service on Jones for 13 months despite Jones's ready availability to be located and served while working as a practicing attorney, and finally by serving Jones 14 months after filing the complaint. Counsel for Jones requested that the complaint be dismissed with prejudice.

ANSWER: Admits

110. On January 8, 2024, Judge Hannon scheduled the motion by counsel for Jones to dismiss the complaint in case number 2022 L 8057 to be heard on March 11, 2024, via videoconference, and allowed Respondent until February 5, 2024, to file a response to the motion and granting Jones until February 19, 2024, to file a reply.

ANSWER: Admits answering further Respondent further states that he was seriously ill during the beginning of 2024 having suffered a stroke in his left optical artery on January 8, 2024 and was coping with a nonfunctioning dominate eye causing nausea as his nondominant eye attempted to take over eyesight Respondent having lost 70% of the vision in his left eye as a result of the stroke.

111. As of March 11, 2023, Respondent had not filed a response to the motion to dismiss in case number 2022 L 8057. On March 1 l,_ 2024, Judge Hannon entered an order allowing Respondent until April 8, 2024, to file a response and granting Jones until April 15, 2024, to file a reply.

ANSWER: Admits and incorporates his affirmative matters from paragraph 114 into 115.

112. As of April 12, 2024, Respondent had not filed a response to the motion to dismiss in case number 2022 L 8057. On April 12, 2024, Respondent filed a motion for additional time to file a response to the motion to dismiss, and on April 17, 2024, Respondent filed a response to the motion to dismiss.

ANSWER: Admits that the response had not been filed and affirmatively states and incorporates his affirmative allegations as contained in paragraph 114 into paragraph 16

113. On April 18, 2024, over the objections of counsel for Jones, Judge Hannon allowed Respondent's motion for an extension of time and accepted his response to the motion to dismiss in case number 2022 L 8057. Judge Hannon gave the defendant seven days to file a reply in support of their motion to dismiss.

ANSWER: Admits

114. On April 25, 2024, counsel *for* Jones filed a reply in support of their motion to dismiss in case number 2022 L 8057. By order dated May 1, 2024, Judge Hannon scheduled the matter to be heard on May 9, 2024, via videoconference. On May 9, 2024, with all parties present, Judge Hannon granted the defendant's motion to dismiss in case number 2022 L 8057 and dismissed the complaint with prejudice. Judge Hannon stated that the order was final and appealable pursuant to Supreme Court Rule 304(c) and that there was no just reason to delay enforcement of the order.

ANSWER: Admits

115. On May 9, 2024, with all parties present, Judge Hannon granted the defendant’s motion to dismiss in case number 2022 L 8057 and dismissed the complaint with prejudice. Judge Hannon stated the order was final and appealable pursuant to Supreme Court Rule 304(c) and that there was no just reason to delay enforcement of the order.

ANSWER: Admits.

116. By email dated May 9, 2024, Respondent informed McNulty that case number 2022 L 8057 had been dismissed and recommended that McNulty appeal the court's decision. Respondent then stated, "! would be willing to continue on and do the appeal without charge even though it is beyond what I am required to do." McNulty agreed to allow Respondent to handle the appeal, and Respondent told McNulty that he would first file a motion for reconsideration of the dismissal order.

ANSWER: Admits

117. On June I 0, 2024, Respondent filed a motion in case number 2022 L 8057 to reconsider the court's May 9, 2024, order dismissing the complaint, arguing that Judge Hannon had erred in her application of existing law. The motion was scheduled to be heard on July 10, 2024.

ANSWER: Admits

118. On July I0, 2024, Judge Hannon allowed counsel for Jones until July 19, 2024, to file a response to Respondent's motion for reconsideration, and gave Respondent until July 26, 2024, to reply. Judge Hannon scheduled an in-person hearing for August I, 2024, but agreed to allow Respondent to appear via videoconference.

ANSWER: Admits

119. On July 22, 2024, counsel for Jones filed a response to Respondent's motion to reconsider Judge Hannon's order dismissing case number 2022 L 8057.

ANSWER: Admits

120. As of August I, 2024, Respondent had not filed a reply to the counsel for Jones's response. On August I, 2024, Respondent requested that the hearing on his motion for reconsideration be continued to August 8, 2024, via videoconference. By order on August 1, 2024, Judge Hannon agreed to the continuance and scheduled the hearing for August 8, 2024.

ANSWER: Admits answering further states the reply was unnecessary as the facts were well set forth in the motion and response.

121. As of August 8, 2024, Respondent had not filed a reply to counsel for Jones's response to his motion to reconsider. On August 8, 2024, Judge Hannon denied Respondent's motion for reconsideration of the May 9, 2024, order dismissing the complaint. Respondent took no further action on behalf of McNulty after that date, including filing a notice of appeal of the denial of the motion to reconsider the dismissal of the complaint or taking any action to pursue such an appeal.

ANSWER: Admits answering further Respondent states that complainant was well aware the Motion to Reconsideration had been denied and his relationship with Respondent had so thoroughly deteriorated that Respondent could not continue gratuitously (pro bono) representing McNulty in an Appeal.

122. After August 8, 2024, Respondent did not inform McNulty that he had not replied to the defendant's response to his motion for reconsideration or that Judge Hannon had denied his motion, nor did he provide McNulty with an explanation of what further action, if any, was available to McNulty.

ANSWER: Denied and answering further states that the Complainant was attending remotely court hearings and monitoring the court file on a continuous and regular basis due

to complainants dissatisfied with Respondent.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to obtain proper service on the defendant in case number 2022 L 8057, resulting in McNulty's claim being dismissed, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required, by conduct including failing to inform McNulty that the service Respondent obtained on the defendant was improper, that a motion to dismiss the complaint had been filed on that basis, that the court had entered an order dismissing the case, or what civil remedies McNulty may have available to him, in violation of Rule 1.4(a)(1) of the Illinois Rules of Professional Conduct (2010); and

c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including making false and misleading statements to McNulty about the status of Respondent's attempts to obtain service of the defendant in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 123 and each of the subparagraphs of paragraph 123 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT VI

(Lack of Diligence and Misrepresentation in the Legal Fee Dispute Matter of Marny Abbott)

124. On or about December 27, 2022, Marny Abbott and Respondent agreed that Respondent would represent Abbott in the efforts to resolve an attorney's lien filed against Abbott by her former personal injury lawyer, Marc Shuman, including possibly filing a malpractice complaint against Shuman.

ANSWER: Admits to the written fee agreement and answering further states the agreement

also contemplated Respondent obtaining complainants file from her former attorney.

125. Abbott agreed to pay Respondent what Respondent described as an "advance payment retainer" in the amount of $5,000, which was "to be applied against legal services performed for the client." Respondent and Abbott entered into a written fee agreement, which provided, in part, that:

a. "... any unused or unbilled portion of this advance payment retainer will be returned to the client";
b. "a billing statement shall be issued monthly during the time counsel is rendering legal services. All interim billings shall be due within thirty (30) days after the billing date noted on the billing statement and client agrees to make payment by that time... all costs advanced will be immediately paid upon receipt of invoice;" and
c. "there will be no billings for telephone conferences with the client, no billings by multiple attorneys for inter-office conferences; no billings for travel time; and no billings for interoffice memorandums and for routine research involving malpractice or excessive fee matters."

ANSWER: Admits to the written fee agreement answering further states the agreement speaks for itself which was well understood by the complainant as the complainant is a licensed attorney at law in the state of Illinois.

126. After December 27, 2022, Respondent did not send Abbott any billing statements relating to any work he may have performed relating to her dispute with Shuman.On January 24, 2023, Respondent met with Abbott, who provided Respondent with a check for his requested retainer of $5,000 and copies of all of the documents she had relating to the personal injury matter in which Shuman had represented her.

ANSWER: Admits and affirmatively states that Respondent referred the complainant to another attorney Jeffery Thut for representation on the personal injury matter and did not seek or obtain any type of referral fee from Attorney Thut.

127. On January 24, 2023, Respondent met with Abbott, who provided Respondent with a check for his requested retainer of $5,000 and copied of all documents she had relating to the personal injury matter in which Shuman had represented her.

ANSWER: Admits.

128. By email to Respondent on January 3I, 2023, Abbott informed Respondent that she had hired a new lawyer to replace Shuman in her personal injury matter. Abbott also requested that Respondent provide her with information on the status of the issue of Shuman's claimed lien. Respondent replied by email on February I, 2023, stating, "I am drafting a petition to adjudicate

the lien. I have attempted to contact Shuman on 4 different occasions, I'm not doing more attempts I will just sue him."

ANSWER: Admits the allegations of paragraph 126 and answering further states that Respondent was aware that new attorney had been hired as Respondent had referred her to the new attorney who also took over adjudication of the claimed lien after Respondent had successfully obtained the file from Shuman after a great deal of negotiations and complaining by Shuman.

129. By email dated February I, 2023, from Respondent to Shuman, Respondent informed Shuman that Abbott had terminated Shuman and had hired a new lawyer in her personal injury matter. Respondent continued, "I have been retained to resolve your attorney lien and investigate a potential legal malpractice case" and advised Shuman to request an adjuster for his malpractice insurance carrier to contact Respondent.

ANSWER: Admits to the email and answering further states that at the time Respondent was unaware that the new attorney had taken over handling the attorney lien.

130. As of May 2, 2023, Respondent had not filed a petition to adjudicate Shuman's lien on Abbott's behalf. On May 2, 2023, Respondent contacted Abbott by telephone, told her that he had filed a petition on her behalf: and said that he would have his assistant send a copy of the petition to her that week. Abbott sent an email to Respondent following the call stating, in part, "I'll look for a copy of the pleadings tomorrow... "

ANSWER: Admits that he had not filed a petition by May 2, 2023 on behalf of the complainant. Denies the telephone conversation and admits that an e-mail was sent.

131. Respondent's May 2, 2023, statement to Abbott that he had filed a petition was false and intended to mislead Abbott. In fact, Respondent had not filed any pleading or other document on behalf of Abbott against Shuman at the time he made the statement.

ANSWER: Denies the allegations that the statement was false as the statement was not made nor intended to mislead anyone. Admits that a petition to adjudicate the lien had not been filed answering further Respondent states that he was successful in recovering the file from the former attorney of the complainant.

132. Respondent knew that his statements to Abbott that he had filed a petition and would send her a copy were false because Respondent knew that he had not filed any document on her behalf and thus there was nothing to send her.

ANSWER: Denies.

133. On May 12, 2023, Abbott telephoned the Clerk of the Circuit Court of Lake County and learned that no petition to adjudicate Shuman's lien or malpractice complaint had been filed on her behalf against Shuman.

ANSWER: Respondent makes no answer to paragraph 133 due to a lack of knowledge as he has no idea of what the complainant (Abbott) may or may not have done. Respondent correspondingly demands strict proof thereof.

134. Between May 12, 2023, and July 14, 2023, Abbott left five telephone messages and sent five emails to Respondent requesting that Respondent inform her of the status of her claim and provide her with an accounting of how her retainer fee was being used. Respondent did not reply to Abbott.

ANSWER: Admits that a petition

135. On August 18, 2023, Abbott sent an email to Respondent informing him that her new attorney in the personal injury matter had succeeded in resolving the issue of Shuman's lien, terminating Respondent's services, and requesting a statement of any legal services he performed for her and a refund of any unearned fees.

ANSWER: Denies.

136. On August 24, 2023, Respondent sent an email to Abbott stating that "I feel I have already earned the money paid to me."

ANSWER: Denies.

137. By email on August 30, 2023, Abbott requested that her file, an accounting of the $5,000 fee she paid to Respondent, and a refund of her unearned retainer be made available for her to pick up at Respondent's office, to which Respondent replied, in part, 'Tm sorry I will endeavor to get it by end of week."

ANSWER: Respondent makes no answer to the allegations of paragraph 135 due to lack of knowledge as to what Abbot may or may not have done and correspondingly denies the allegations of paragraph 135.

138. On September 11, 2023, having not received any itemized statement of claimed services, any refund, or any further communication from Respondent, Abbott filed a request that the ARDC investigate Respondent's handling of the adjudication of Shuman's lien.

ANSWER: Denies Abbot leaving 5 telephone messages but admits that emails were sent during a 60-day period of time.

139. By letter dated September 15, 2023, to Respondent's counsel, counsel for the Administrator requested that Respondent provide a written response to Abbott's request for investigation. By letter dated July 1, 2024, Respondent submitted a response to Abbott's communication in which he stated that he determined that the underlying uninsured motorist case in which Shuman had represented her had to' be resolved before Respondent could resolve the matter of Shuman's lien, and that he had provided sufficient services to Abbott to have earned his fee in full.

ANSWER: Admits.

140. On August 12, 2024, Respondent produced a copy of his client file relating to his representation of Abbott, which contained only documents that Abbott had provided to Respondent and Respondent's fee agreement with Abbott.

ANSWER: Admits.

141. By letters dated December 12, 2024, and March 10, 2025, counsel for the Administrator asked Respondent to provide a recreated itemized statement of any services he claimed to have provided relating to his representation of Abbott.

ANSWER: Admits.

142. On March 25, 2025, Respondent produced to the ARDC a recreated invoice setting forth 16 hours for his claimed services, including 8.5 hours for "research" with a value of $3,400, despite his fee agreement specifically providing that he would not bill Abbott for routine research, as set forth in paragraph l25(c), above.

ANSWER: Admits.

143. On August 4, 2025, Respondent produced to the ARDC a copy of his file relating to his representation of Abbott, which included Respondent's February 1, 2023, email to Shuman but did not include a draft petition to adjudicate Shuman's lien or any document, including work product, to support Respondent's claim that Respondent had earned the $5,000 retainer fee paid to him by Abbott.

ANSWER: Admits.

144. Respondent did not provide sufficient services in accordance with his fee agreement, which specifically excluded routine research and communications with the client, to account for the $5,000 retainer Abbott paid to Respondent.

ANSWER: Admits.

145. As of August 26, 2025, the date Panel C of the ARDC Inquiry Panel voted to file a complaint in this matter, Respondent had not refunded the unearned portion of the $5,000 retainer Abbott had paid to him.

ANSWER: Admits and affirmatively states that the recreated statement of services was not created by Respondent but by another person and was not reviewed by Respondent.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to timely file a petition to adjudicate Shuman's lien on behalf of Abbott, in violation of Rule 1.3 of the Illinois Rules of Professional

Conduct (20IO);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required, by conduct including failing to inform Abbott that Respondent had not filed a petition to adjudicate Shuman's lien on her behalf, in violation of Rule 1.4(a)(l) of the Illinois Rules of Professional Conduct (20l O);

c. failing to refund an unearned fee, by conduct including failing to return any portion of the $5,000 fee that Respondent received from Abbott, in violation of Rule l.l 6(d) of the Illinois Rules of Professional Conduct (2010); and

d. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including making false and misleading statements to Abbott about the status of her matter and the purported filing of a petition on her behalf, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 146 and each of the subparagraphs of paragraph 146 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT VII

(Lack of Diligence and Misrepresentation in the Legal Malpractice Matter of Jonathan Singer)

147. On March 12, 2024, Respondent and Jonathan Singer agreed that Respondent would file a legal malpractice complaint against the attorneys who had represented Singer in matters relating to the dissolution of his marriage and an alleged child support arrearage. Singer and Respondent agreed that Respondent would accept a contingency fee providing him one-third of any recovery he obtained on behalf of Singer, and Singer agreed to pay Respondent a retainer that was "to be subtracted from the final fees due." The fee agreement also provided that Singer would be responsible for any costs associated with his claim. On that same date, Singer paid Respondent entire requested fee of$7,500 by credit card.

ANSWER: Admits to the formation of an agreement and answering further states that the terms of the agreement in their totality speaks for themselves.

148. On May 20, 2024, in response to a request from Singer for the status of his matter, Respondent sent an email to Singer stating, "File it tomorrow and place with sheriff for service, sheriff is to [sic] lazy so it doesnt gert [sic] served ask for a special process server which is required

in cook [sic] and then it gets served, 70 dollars to the sheriff for nothing then another 80 to a server who gets it done. Welcome to Cook County."

ANSWER: Admits and answering further Respondent states he intended to do so on or about May 20, 2024, but was prevented due to a continuing illness.

149. As of June 26, 2024, Respondent had not filed a legal malpractice case on Singer's behalf. On June 26, 2024, Singer sent an email to Respondent asking, "Do we have an update on this?" On that same date, Respondent replied, "I have not seen anything comeback. I will have [a member of Respondent's staff] check and see we may need to now move for an appointment of a special process server. We never have these problems except on [sic] Cook County"

ANSWER: Admits.

150. Respondent's May 20, 2024, and June 26, 2024, emails referring to Respondent awaiting service of a purported legal malpractice complaint were false and intended to mislead Singer, because as of June 26, 2024, Respondent had not filed a complaint on behalf of Singer and there was no complaint to be served, either by the sheriff or a special process server. Respondent knew that his emails to Singer referring to awaiting service of a legal malpractice complaint were false, because Respondent knew that he had not filed a complaint on behalf of Singer and thus that there was no complaint to be served.

ANSWER: Admits that a Complaint had not been filed inconsequently Respondents statements were incorrect and not knowingly false as Respondent believed he had filed such a Complaint.

151. Respondent knew that his emails to Singer referring to awaiting service of a legal malpractice complaint were false, because Respondent knew that he had not filed a complaint on behalf of Singer and thus that there was no complaint to be served.

ANSWER: Denies

152. On July 9, 2024, Respondent filed a legal malpractice claim in the Circuit Court of Cook County to initiate the matter entitled *Jonathan Singer v. Boosell & Domanskis, LLC, Max A. Stein and Lauren Dreyfus.* The clerk of the court assigned the matter case number 2024 L 7539.

ANSWER: Admits

153. On August 29, 2024, in response to a request by Singer for information about the status of his claims, Respondent forwarded to Singer an email from defense counsel requesting an extension of time to file a response to the complaint in case number 2024 L 7539.

ANSWER: Admits.

154. On October 21, 2024, counsel for all defendants in case number 2024 L 7359 filed a motion to dismiss the complaint on the basis that there was no set of facts that would allow Singer

to succeed in his malpractice claims against them as a matter of law, because the defendants performed the services Singer asked them to provide, and any problems relating to Singer's alleged child support arrearage were due to his own conduct and beyond the scope of the work the attorneys agreed to perform for him. By order on October 28, 2024, the Hon. Eileen O'Connor allowed Respondent to file a response on Singer's behalf by November 25, 2024, with the defendants' reply to be filed by December 16, 2024. Judge O'Connor also scheduled a hearing on the motion to dismiss for January 27, 2025.

ANSWER: Admits.

155. Respondent did not file any response to the motion to dismiss or any request for additional time within which to do so.

ANSWER: Admits as Respondent believed the Motion was well taken.

156. By emails dated December 11, 2024, and December 12, 2024, Singer asked Respondent to inform him of the status of his matter, and in a telephone conversation around that time, Respondent stated that he would contact Singer by the end of January 2025.On January 27, 2025, Judge O'Connor held the hearing on the motion to dismiss in case number 2024 L 7539. Neither Respondent nor Singer appeared. On that date, Judge O'Connor entered an order noting that Respondent had not filed a response to the motion to dismiss and had not appeared in court on that date and dismissing Singer's malpractice complaint with prejudice. Court staff and counsel for the defendants provided Respondent with copies of the order by email at his registered business email address, which Respondent received shortly thereafter.

ANSWER: Admits to the e-mails. Denies the remaining allegations of paragraph 156.

157. On January 27, 2025, Judge O'Conner held a hearing on the motion to dismiss in case number 2024 L 7539. Neither Respondent nor Singer appeared. On that date, Judge O'Conner entered an order noting that Respondent had not filed a response to the motion to dismiss and had not appeared in court on that date and dismissing Singer's malpractice complaint with prejudice. Court staff and counsel for the defendants provided Respondent with copies of the order by email at his registered business email address, which Respondent received shortly thereafter.

ANSWER: Admits to the action by Judge O'Conner.

158. As of February 6, 2025, Respondent had not communicated further with Singer, including by telling him that the complaint Respondent filed had been dismissed with prejudice. On that date, Singer sent Respondent an email requesting information about the case's status. On that same day, Respondent replied by email stating, "Truthfully the present delay is my fault Ill [sic] have it fixed by next week and will provide further update at some point next week."

ANSWER: Denies not contacting the complainant and admits the e-mail of February 6, 2025.

159. As of February 25, 2025, Respondent had not updated Singer or taken action in his

case. On February 25, 2025, Singer sent an email requesting "a detailed explanation of where things stand." By email on that same date, Respondent stated, in part, "I am working on a proposed amended complaint and hope to file it this week."

ANSWER: Admits.

160. On February 26, 2025, Respondent filed a motion to vacate or amend the January 27, 2025, dismissal order in case number 2024 L 7539, arguing that on December 27, 2024, he had undergone a surgical procedure and that he intended to file an amended complaint should the court allow his motion.

ANSWER: Admits and answering further states the surgical procedure was a spinal fusion after Respondent encored incredible pain throughout all of 2024 and was on various medications as a result.

161. On March 6, 2025, Singer sent an email to Respondent stating, "I expect a call back today Tom. We're on the very last chance here. You took my money a year and a half ago and there is nothing to show for it." On the same date, Respondent replied by email, "Case is up in court on the 13th to file amended complaint."

ANSWER: Admits.

162. On March 10, 2025, counsel for the defendants filed a response to Respondent's February 26, 2025, motion to vacate the order of dismissal in case number 2024 L 7539, which pointed out that Respondent's December 27, 2025, surgical procedure took place a month after Judge O'Connor's original deadline for Respondent to file a response to the motion to dismiss, and that Respondent had not provided any reason why he had not met the original deadline.

ANSWER: Admits.

163. On March 13, 2025, Respondent appeared in court for the hearing on his motion to vacate the dismissal order in case number 2024 L 7539. Judge O'Connor entered an order on that date allowing Respondent until April 28, 2025, to file a reply to the defendants' response and scheduling a further hearing date for May 14, 2025.

ANSWER: Admits.

164. On May 3, 2025, Singer filed a request for investigation of Respondent with the ARDC, a copy of which was provided to Respondent's counsel on May 5, 2025.

ANSWER: Admits.

165. By letter dated May 5, 2025, to counsel for Respondent, counsel for the Administrator asked Respondent to provide a written response to Singer's allegations, along with a copy of Respondent's complete file relating to his representation of Singer and an itemized statement of legal services that Respondent claimed to have performed on Singer's behalf.

ANSWER: Admits.

166. On May 8, 2025, Singer sent Respondent an email discharging Respondent as his attorney and requesting that Respondent refund to him the $7,500 retainer he had paid Respondent on March 12, 2024. Respondent replied by email to Singer on that same date stating, in part, "After seeing your ARDC letter on Monday I had already drafted a motion to withdraw. I have earned the retainer I am not refunding any of it."

ANSWER: Admits to the e-mail and the comments contained therein and answering further Respondent states that at the time Singer terminated Respondents services Singer's cause of action was still viable.

167. Respondent never filed a motion to withdraw as Singer's attorney in case number 2024 L 7539.

ANSWER: Admits.

168. As of May 14, 2025, Respondent had not filed anything further in case number 2024 L 7539. On that date, Respondent did not appear for the previously scheduled hearing on his motion to vacate or amend the January 27, 2025, dismissal order, and Judge O'Connor denied Respondent's motion. Court staff emailed a copy of the May 14, 2025, order to Respondent on May 15, 2025.

ANSWER: Admits and affirmatively states that his services had been terminated prior to May 14, 2025.

169. By email to Singer dated May 15, 2025, Respondent provided a copy of the court's May 14, 2025, order, stating, in part, "Enclosed is an order of the court from this morning [sic]. Following your instructions to do nothing further, I didn't. You should have your new attorney address this order immediately ... "

ANSWER: Admits.

170. On August 14, 2025, Respondent provided to the ARDC a copy of his file relating to his representation of Singer.

ANSWER: Admits.

171. As of August 26, 2025, the date, Panel C of the ARDC Inquiry Panel voted to file a complaint in this matter, Respondent had not submitted any written response to the allegations set forth in Singer's request for investigation or an itemized statement of any legal services he claimed to have provided on behalf of Singer to support his claim that he had earned the $7,500 retainer fee paid to him by Singer.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in

representing a client, by conduct including failing to take any substantive action on behalf of Singer in response to the motion to dismiss filed by the defendants, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required, by conduct including failing to inform Singer that a motion to dismiss his claim had been filed or that his case has been dismissed with prejudice, or that Respondent did not intend to appear in court on May 14, 2025, on his motion to vacate the dismissal order, in violation of Rule 1 .4(a)(l) of the Illinois Rules of Professional Conduct (2010);

c. failing to avoid foreseeable prejudice to the client after termination, by conduct including not appearing in court on May 14, 2025, on the motion to vacate the dismissal order or filing a motion seeking leave to withdraw in case number in case number 2024 L 7539, in violation of Rule 1 .16(d) of the Illinois Rules of Professional Conduct (2010);

d. failure to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC a written response to Singer's request for investigation or to produce an itemized fee statement setting forth the services he provided to Singer, in violation of Rule 8.l(b) of the Illinois Rules of Professional Conduct; and

e. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including making false and misleading statements to Singer about the status of his claim, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (20I 0).

ANSWER: Denies paragraph 173 and each of the subparagraphs of paragraph 173 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT VIII

(Lack of Diligence and False Statements in the Legal Malpractice Matter of James and Christiana Sustr)

173. On March 4, 2024, Respondent and James and Christiana Sustr agreed that Respondent would file a legal malpractice complaint against the law firm that previously represented the Sustrs in a dispute with an automobile dealer. The Sustrs and Respondent agreed that Respondent would accept a contingency fee providing him one-third of any recovery he obtained on behalf of the Sustrs, and the Sustrs agreed to pay a $7,500 retainer that was "to be subtracted from the final fees due." The fee agreement also provided that the Sustrs would be responsible for any costs associated with their claim, but that "the Gooch firm will advance costs from the retainer with the exception of Expel'! Witness fees." On that same date, James Sustr paid Respondent $7,500 by credit card payment as Respondent's requested retainer.

ANSWER: Admits.

174. Several weeks after their initial meeting, the Sustrs telephoned Respondent, who told them that he expected to draft a complaint "in the following two weeks."

ANSWER: Admits.

175. By email dated May 28, 2024, Christiana Sustr asked Respondent for a status update in their matter, to which Respondent replied that his schedule was "pretty open" and that he would get to their case "soon."

ANSWER: Admits.

176. On June 4, 2024, and June 18, 2024, Christiana Sustr sent emails to Respondent requesting that Respondent inform the Sustrs of the status of their matter. On June 19, 2024, Respondent replied to the Sustrs that they "were at the top of his list for complaints" and that he expected to have a draft completed over the weekend or early the following week.

ANSWER: Admits answering further states that during this period of time Respondent was virtually and in valent restricted by movement and unable to sit stand or walk for extended periods of time.

177. Between June 19, 2024, and August 14, 2024, Christiana Sustr left several telephone messages for Respondent with his staff and sent several emails requesting information about the status of the Sustrs' case, but she did not receive any reply from Respondent.

ANSWER: Admits.

178. On August 14, 2024, James Sustr sent an email to Respondent describing the history of the Sustrs' efforts to communicate with him and informing Respondent that due to what they considered to be Respondent's failure to take any action on their behalf or to communicate with them, they intended to find a new lawyer. James Sustr also requested that Respondent refund their

$7,500 retainer fee. By email on that same date, Respondent told James Sustr, "I'll get it done. am back in the office on Monday full time."

ANSWER: Admits to receiving the e-mail answering further Respondent states that he advised James Sustr how ill he was incapacitated being virtually an in valent by a phone call. Answering further Respondent admits to the statement admits to the statement quoted to James Sustr and further admits and further states that he was met with vicious rhetoric from James Sustr on or after August 14, 2024, including accusations of corruption and a direct accusation that Respondent had been bribed by the Defendant in the underlying malpractice to be filed. Respondent advised James Sustr that he would not represent his wife or him.

179. On August 26, 2024, Respondent's paralegal, Melissa Podgorski, sent a draft malpractice complaint to the Sustrs at their respective email addresses for their review.

ANSWER: Admits.

180. On August 27, 2024, Christiana Sustr sent an email to Respondent stating they had reviewed the draft complaint and suggesting multiple revisions to address errors that they believed were contained in that document.

ANSWER: Admits and answering further states that the so called "revisions" were so extreme and drastic that they could not be included in a complaint and Respondent so informed his client.

181. As of October 18, 2024, Respondent had not filed a malpractice complaint against the Sustrs' previous attorneys. On or just before October I 8, 2024, Christiana Sustr spoke to Respondent by telephone, and Respondent told her that he had filed a complaint on their behalf.

ANSWER: Admits but denies ever telling Sustr that he had ever filed the complaint.

182. Respondent's statement to Christiana Sustr that he had filed a complaint on the Sustrs' behalf was false and intended to mislead the Sustrs, because Respondent had not filed a malpractice complaint on their behalf.

ANSWER: Admits that such a statement had it been made would be false but answering further states the statement was never made rather after conversations with Sustr' s husband he had no intentions of continuing to represent Sustr.

183. Respondent knew that his statement to Christiana Sustr was false at the time he made it because he knew that he had not filed a complaint on the Sustrs' behalf.

ANSWER: Respondent denies to that such a statement which Respondent never made could be false.

184. On October 18, 2024, Christiana Sustr called and spoke to Respondent and then followed up with an email to Respondent stating: "Thanks so much for taking my call today. Know

you were driving, so wanted to send you an email to remind you to send Jim and I a copy of the final complaint you filed. If you can let us know when the complaint was filed as well, we'd appreciate it."

ANSWER: Admits to the e-mail.

185. On October 22, 2024, Christiana Sustr sent an email to Respondent stating: "As we discussed last Friday, can you please send me a copy of the final version of the complaint you filed on our behalf? Also, if you can let us know the status of serving [a defendant], we would greatly appreciate it." Respondent did not reply.

ANSWER: Admits to the e-mail and admits to not replying to it.

186. Between October 22, 2024, and January 22, 2025, the Sustrs periodically attempted to communicate with Respondent by telephone calls or text messages to his cell phone requesting information about the status of their matter, but they did not receive a response from Respondent.

ANSWER: Denies.

187. As of January 22, 2025, Respondent had not filed a malpractice complaint against the Sustrs' prior attorneys. On January 22, 2025, James Sustr repeatedly called Respondent's office to communicate with Respondent, but he was not successful in reaching Respondent. On that same date, James Sustr sent an email to Respondent's office stating, "It seems Tom Gooch has died or become incapacitated. This must have been sudden because no one from the firm is aware that he had accepted my case and obtained $7500.00 from my wife. Accept [sic] for a few times he contacted my wife and continuously lied to her, she has not heard from him in close to a year." James Sustr then requested a refund of their $7,500 retainer.

ANSWER: Admits to not filing the malpractice complaint and admits to repeated unpleasant phone calls on and after January 22, 2025, and admits to the e-mail as just another example of the unpleasantness of James Sustr who had previously been informed that council would not continue representing his spouse.

188. On January 23, 2025, James Sustr called Respondent's office three times, and on the third time, Respondent answered the phone. Following a verbal exchange, Respondent told James Sustr that he would create a bill for his services and refund any unearned portion of the Sustrs' retainer to them, and he wished them '"good luck getting any representation in this case."

ANSWER: Admits.

189. As of January 29, 2025, Respondent had not sent the Sustrs an itemized statement of his legal services or a refund of any portion of their unearned retainer fee, and on that date, the Sustrs submitted a request for investigation of Respondent to the ARDC.

ANSWER: Admits and answering further states that Respondent was virtually in a wheelchair or using a walker from August 19, 2024 to the date of his spinal fusion on

December 27, 2024, and remained incapacitated and bedridden through January, 2025.

190. By letter dated January 30, 2025, counsel for the Administrator asked Respondent to respond to the request for investigation filed by the Sustrs and to include an itemized statement of services that he claimed to have provided to the Sustrs.

ANSWER: Admits.

191. On March 24, 2025, counsel for Respondent provided an invoice purporting to reflect that Respondent had spent 28.75 hours reviewing and researching the Sustr matter, with those services purportedly totaling $11,200. Respondent did not provide a written response to the Sustrs' request for investigation of his handling of their matter.

ANSWER: Admits.

192. By letter dated May 30, 2025, to counsel for Respondent, counsel for the Administrator reminded counsel for Respondent that Respondent had not responded to the Sustrs' complaint and further requested that Respondent produce "a copy of [Respondent's] complete file relating to his representation of Mr. Sustr, including any notes, copies of relevant caselaw or statutes, other research materials, or memoranda of any research or his legal conclusions and other work product."

ANSWER: Admits.

193. On August 4, 2025, Respondent produced a copy of his client file relating to his representation of the Sustrs.

ANSWER: Admits.

194. The legal services Respondent provided to the Sustrs do not justify his continued retention of the entire $7,500 fee payment.

ANSWER: Denies and answering further states that Respondents charges were reasonable and for necessary work in all respects and did not violate the rules of professional conduct in any way.

195. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Board voted to file a complaint be filed in this matter, Respondent has not submitted a written response to the Sustrs' request for investigation or any work product that supports his contention that he provided 28.5 hours of services to the Sustrs in their matter.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a malpractice complaint on behalf of the Sustrs, in violation of Rule

1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to the Sustrs' repeated requests for information regarding the status of their claim, in violation of Rule l.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
c. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to the Sustrs' requests for information regarding the status of their claim and failing to return the Sustrs' telephone calls, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
d. failing to refund an unearned fee, by conduct including failing to return any portion of the $7,500 fee that Respondent received from the Sustrs, in violation of Rule l.16(d) of the Illinois Rules of Professional Conduct (2010);failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC a written response to the Sustrs' request for investigation or proof of any research or other work he claimed to have done on their behalf, in violation of Rule 8.l(b) of the Illinois Rules of Professional Conduct; and
e. conduct involving dishonesty, fraud, deceit, or misrepresentation, by falsely telling the Sustrs that he had filed a complaint on their behalf and would send them a copy of that complaint, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 196 and each of the subparagraphs of paragraph 196 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT IX

(Failing to Refund Unearned Fee in the Matter of Gregory Kulbartz)

197. On or about February 25, 2024, Gregory Kulbartz met with Respondent to discuss a potential legal malpractice claim. Respondent and Kulbartz agreed that Respondent would review the potential case and that Kulbartz would make three payments to Respondent totaling

$10,000, at which time Respondent would initiate an action on behalf of Kulbartz. The fee agreement Respondent prepared and gave Kulbartz stated, in part: "CLIENT understands that no work will be performed on CLIENT'S behalf until the retainer is paid in full and received by COUNSEL." (Underlining and capitalization in original.)

ANSWER: Admits.

198. As of July 29, 2024, Kulbartz had paid only Respondent two-thirds, or $6,666, of Respondent's requested $10,000 retainer.

ANSWER: Admits however answering further Respondent states that by July 29, 2024 council had been working on Kulbartz's file for sometime including making at least one trip to Joliet to meet with Kulbartz and receive documents which council then spent an incredible amount of time reviewing. Kulbartz was to have completed his retainer payment long before July 29, 2024 however could not due to economic conditions and council had commenced work in any event.

199. On July 31, 2024, Kulbartz sent an email to Respondent informing Respondent that he had determined not to proceed with the potential malpractice claim he had discussed with Respondent, asking Respondent not to take any action on his behalf, and requesting that his $6,666 in fee payments be returned to him.

ANSWER: Admits to the language contained in e-mail answering further Respondent states Kulbartz this unreasonable demand knowing full well that council was already working on his file as council had already traveled to Joliet to meet with him and receive documents. Kulbartz request for a full refund was not only unreasonable but was based on the fact he needed the money for other purposes and his girlfriend/secretary was demanding its return.

200. By email dated August 2, 2024, at Respondent's direction, Respondent's paralegal, Melissa Podgorski, responded to Kulbartz's request that his fee be returned to him, stating that "due to the amount of time in preparing for this matter at Tom's hourly rate, your portion of the retainer has been exhausted" and promising that an itemized bill of Respondent's time would be sent to Kulbartz.

ANSWER: Admits to an e-mail being sent to Kulbartz by Melissa Pedgorski and answering further states the e-mail speaks for itself.

201. Respondent never filed a complaint on Kulbartz's behalf, never contacted the individuals Kulbartz discussed as potential defendants, and never made a demand on Kulbartz's behalf or negotiated or obtained an offer to settle Kulbartz's potential claims.

ANSWER: Admits and answering further states Respondent was continuing to investigate the claim and attempt to locate a non-existent case which the Complainant insisted had been rendered in Federal Court and proved his malpractice case.

202. After August 2, 2024, Respondent did not send any itemized bill to Kulbartz explaining the services he claimed to have performed or on what basis he believed he was entitled to charge any fee, contrary to the plain language of the fee agreement Respondent had prepared and given to Kulbartz, which stated no work would be performed until the retainer was paid in full.

ANSWER: Admits.

203. On April 7, 2025, Kulbartz sent a request for investigation of Respondent to the ARDC in connection with Respondent's failure to refund the fees Kulbartz had paid Respondent.

ANSWER: Respondent makes no answer as to what Kulbartz may or may not have done relative to ARDC due to a lack of knowledge.

204. By letter dated April 8, 2025, to Respondent's counsel, counsel for the Administrator asked Respondent to provide a response to Kulbartz's request for investigation, to provide reconstructed time records showing the services he claimed to have provided and when, and to produce a copy his file relating to his representation ofKulbartz in connection with his legal matter, including any research, notes, memoranda of conclusions, and any other work product to support his contention that Respondent had earned the $6,666 fee paid by Kulbartz.

ANSWER: Admits.

205. By email dated April 10, 2025, counsel for the Administrator directed the attention of counsel for Respondent to the language of Respondent's fee agreement that stated that Respondent would not provide any service to Kulbartz until his $10,000 retainer had been paid in full, and requested that Respondent "provide not only an itemization of the work he claims to have performed but also an explanation for how his claimed entitlement to any portion of the fees paid by Mr. Kulbartz is consistent with the written agreement he prepared." Counsel for the Administrator reiterated that request in an April 23, 2025, letter to counsel for Respondent.

ANSWER: Admits.

206. By letter dated June 11, 2025, Respondent produced 1,426 pages of file materials relating to Kulbartz's matter, all of which were documents and communications sent to Respondent by Kulbartz, with the exception of Respondent's fee agreement with Kulbartz and the August 2, 2024, email from Respondent's paralegal, Melissa Podgorski, to Kulbartz claiming that Kulbartz's fee payments had been exhausted. The file materials did not include any work product evidencing that Respondent had reviewed Kulbartz's documents or conducted legal research related to Kulbartz's possible claims.

ANSWER: Admits and answering further states nevertheless earned the fees charged to Kulbartz and the time spent reviewing Kulbartz's documents was reasonable and necessary. Answering further Respondent produced the aforesaid documents in digital format having

spent the time to scan all documents as they were analyzed.

207. As of August 26, 2025, the date Panel C of the Inquiry Board voted to file a complaint in this matter, Respondent had not submitted any written response to the allegations set forth in Kulbartz's request for investigation, or a response to ARDC counsel's request that he address the inconsistency between his fee agreement and his claim that he had earned Kulbartz's fee, an itemized statement of any legal services he claimed to have provided on behalfofKulbartz, or any document, including work product, to support his paralegal's contention to Kulbartz that Respondent had earned the $6,666 partial retainer fee paid to him by Kulbartz.

ANSWER: Admits.

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

a. charging or collecting an unreasonable fee, by conduct including collecting $6,666 in legal fees from Kulbartz and claiming he had earned those fees when his fee agreement provided that no work would be done until Kulbartz had paid him $10,000, in violation of Rule l.5(a) of the Illinois Rules of Professional Conduct (2010);

b. failing to refund an unearned fee, by conduct including failing to return any portion of the $6,666 in legal fees that Respondent received from Kulbartz, in violation of Rule l.16(d) of the Illinois Rules of Professional Conduct (2010); and

c. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide a written response to Kulbartz's request for investigation to the ARDC or to counsel for the Administrator's April 10, 2025, email, or to produce an itemized statement of his services to Kulbartz, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct.

ANSWER: Denies paragraph 208 and each of the subparagraphs of paragraph 208 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT X

(Lack of Diligence and Failing to Refand Unearned Fee in the Matter of Dr. Todd Lendvay)

209. On or about July 23, 2023, Respondent and Dr. Todd Lendvay agreed that Respondent would file a legal malpractice complaint against the attorneys who had previously represented Dr. Lendvay in a collection matter. Dr. Lendvay and Respondent agreed that Respondent would accept a contingency fee providing him one-third of any recovery he obtained on behalf of Dr. Lendvay, and Dr. Lendvay agreed to pay an additional $5,000 retainer, which was to be subtracted from the final fees due to Respondent. The fee agreement also provided that Dr. Lendvay would be responsible for the payment of any costs associated with his claim. On that same date, Dr. Lendvay gave Respondent a $5,000 check, the proceeds of which represented payment in full of Respondent's requested retainer.

ANSWER: Admits.

210. At the time of their initial meeting on July 21, 2023, Respondent told Dr. Lendvay that he would reduce his fee agreement with Dr. Lendvay to writing and send it to him. Respondent never sent Dr. Lendvay a copy of a written fee agreement.

ANSWER: Admits.

211. On the following dates, Dr. Lendvay sent emails to Respondent asking him to provide information about the status of his matter: August 30, 2023; September 5, 2023; September 15, 2023, September 19, 2023; October 10, 2023; October 12, 2023; October 26, 2023; October 27, 2023; and October 31, 2023. Respondent responded to only one of those emails, on October 31, 2023, when Respondent wrote: "Hi Todd I'll call in the morning was on triasl [sic] last week till today we are moving along though."

ANSWER: Admits.

212. On November 9, 2023, having received no phone call from Respondent, Dr. Lendvay sent Respondent an email asking, "What is going on with [the] malpractice case? It's been 5 months." Respondent did not respond to Dr. Lendvay, although he was aware of his client's request for information.

ANSWER: Admits.

213. On April 19, 2024, Dr. Lendvay sent an email to Respondent terminating Respondent's services and requesting a refund of the $5,000 retainer payment he had made. Respondent received Dr. Lendvay's email but, as of April 23, 2024, had not responded to it.

ANSWER: Admits.

214. On April 23, 2024, having received no response from Respondent, Dr. Lendvay sent an email to Respondent informing him that he had obtained new counsel and again asking for his $5,000 retainer payment to be refunded. Respondent received Dr. Lendvay's email but, as of May 9, 2024, had not responded to it.

ANSWER: Admits.

215. On May 9, 2024, Respondent and Dr. Lendvay spoke by telephone, and Respondent told Dr. Lendvay that he would call him on May 13, 2024, to discuss a refund. As of May 16, 2024, Respondent had not called Dr. Lendvay.

ANSWER: Admits.

216. On May 16, 2024, Dr. Lendvay sent an email to Respondent asking Respondent to contact him. As of May 29, 2024, Respondent had not responded to the email from Dr. Lendvay, although he was aware of Dr. Lendvay's request.

ANSWER: Admits and answering further states that Lendvay and Respondent had agreed to a return of the sum of $3,500 from his $5,000 retainer Respondent has not refunded the aforesaid sum due to serious and substantial illnesses and disease Respondent was suffering in 2024 and 2025 and has been unable to make the aforesaid refund.

217. On May 29, 2024, Dr. Lendvay sent a request for investigation of Respondent to the ARDC. Counsel for the Administrator requested that Respondent submit a response to Dr. Lendvay's allegations that Dr. Lendvay had not received any legal services for the $5,000 retainer that he had paid to Respondent.

ANSWER: Admits.

218. On October 13, 2024, Respondent responded to Dr. Lendvay's request for investigation stating that he believed he had expended at least four hours of time on Dr. Lendvay's matter and earned at least $1,600 and further stating that Respondent "would agree to pay the difference together with interest at the rate of 9% from the date [Dr. Lendvay] paid me."

ANSWER: Admits.

219. By email dated October 31, 2024, counsel for the Administrator asked Respondent to provide him with a copy of Respondent's fee agreement relating to his representation of Dr. Lendvay, if any agreement had been prepared by Respondent. At no time did Respondent provide a copy of any fee agreement to the ARDC or to Dr. Lendvay.

ANSWER: Admits.

220. By letter dated December 12, 2024, counsel for the Administrator asked Respondent to provide evidence that he had refunded any unearned fees to Dr. Lendvay, per Respondent's October 13, 2024, letter offering to make that refund.

ANSWER: Admits.

221. By letter dated March 4, 2025, counsel for Respondent stated: "The parties agreed that Mr. Gooch would refund $3,500 of the retainer in $1,000 monthly payments. Due to medical issues requiring hospitalization, he was unable to do this, but he will commence this refund in March 2025."

ANSWER: Admits.

222. On March 24, 2025, Respondent provided a recreated record of the services he claimed to have provided on behalf of Dr. Lrndvay, in which Respondent claimed that he had earned $3,100 by expending 7.75 hours reviewing documents provided to him by Dr. Lendvay, rather than the $1,600 he had previously claime,d on October 13, 2024. Respondent did not provide any additional services to Dr. Lendvay between the date he agreed to refund $3,400 and the date he submitted the recreated time records to the ARDC.

ANSWER: Admits.

223. On March 28, 2025, the ARDC sent a copy of Respondent's recreated invoice to Dr. Lendvay, who replied by disputing Respondent's claim to additional fees and asking the ARDC to inform Respondent that Dr. Lendvay was no longer willing to accept a pa1iial refund and wanted his $5,000 retainer payment refunded in full.

ANSWER: Respondent makes no response to paragraph 223 due to a lack of knowledge as to what transpired between ARDC and the complainant.

224. On May 30, 2025, counsel for the Administrator asked Respondent to provide documentation that he had made a refund to Dr. Lendvay, pursuant to his previous agreement to refund $3,400. By letter dated June 25, 2025, Respondent responded, "NEED PROOF WE HAVE WRITTEN AGREEMENT." (Emphasis in original.)

ANSWER: Admits to the request makes no answer to the remaining allegations of paragraph 224 as to the response and believes the response was drafted and submitted by someone else in respondents office. Respondent is not in possession or cannot locate a copy of the claimed letter of June 25, 2025.

225. On August 4, 2025, Responde11t produced 255 pages of file materials relating to Dr. Lendvay's case. The file materials did not include any work product evidencing that Respondent had reviewed Dr. Lendvay's documents or conducted legal research related to Dr. Lendvay's claims.

ANSWER: Admits.

226. The services Respondent provided Dr. Lendvay, if any, do not justify his continued retention of the $5,000 retainer fee that Dr. Lendvay paid him.

ANSWER: Respondent admits that the services provided by him do not justify the retention of a $5,000 retainer but do justify the retention of the difference between that retainer and the offered refund to complainant.

227. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Board voted to file a complaint in this matter, Respondent had not refunded any portion of Dr. Lendvay's $5,000 retainer fee.

ANSWER: Admits.

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

a. failing to reduce his contingency fee agreement with Dr. Lendvay to writing, in violation of Rule 1.5(2) of the Illinois Rules of Professional Conduct (2010); and

b. failing to refund an unearned fee, by conduct including failing to return any portion of the $5,000 fee that Respondent received from Dr. Lendvay and had agreed to refund in part, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 228 and each of the subparagraphs of paragraph 228 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XI

(Failing to Provide an Accounting or to Refund Unused Costs Paid in Advance in_ the Matter of Paul Dulberg)

229. On or about December 16, 2016, Respondent and Paul Dulberg agreed that Respondent would pursue various claims against Dulberg's previous attorneys for the work those attorneys had done relating to their representation of Dulberg in a personal injury matter. Dulberg and Respondent agreed that Respondent would accept a contingency fee providing him 25% of any recovery he obtained on behalf of Dulberg, and Dulberg also agreed to pay a $10,000 retainer, to be subtracted from the final recovery. The fee agreement also provided that Dulberg would be responsible for any costs associated with his claim. On that same date, Dulberg paid Respondent $10,000 by check as his retainer.

ANSWER: Admits and answering further states the document in its entirety referenced in paragraph 229 speaks for itself.

230. On November 22, 2017, Dulberg paid Respondent $5,000 towards the anticipated costs to be incurred in the case. The payment was memorialized in Respondent's file by his then-paralegal, Margaret Buckley, who sent an email to Respondent that the funds had been provided by Dulberg at Respondent's request for "filing and service fees, and expert fees. He said to just take it and deduct his costs from it until it's gone and let him know what we are doing with it. He said he has had to pay for doctors to testify before and will do so again if need be, he is serious about this."

ANSWER: Admits.

231. On December 6, 2017, a member of Respondent's staff emailed an invoice to Dulberg for $480 for filing fees in connection with a pleading filed by The Gooch Firm in the Circuit Court of McHenry County.

ANSWER: Admits.

232. On January 5, 2018, a member of Respondent's staff emailed an invoice to Dulberg for $135.30 for costs associated with service of process.

ANSWER: Admits.

233. At no time did Respondent obtain the services of an expert in Dulberg's matter, and Respondent did not incur any additional costs in his representation of Dulberg beyond the $615.30 in total costs as described above.

ANSWER: Admits.

234. On October 8, 2018, Dulberg discharged Respondent, and requested that Respondent provide him with "an itemized receipt for all services rendered" and account for the funds he paid to Respondent's office for fees and costs.

ANSWER: Denies and affirmatively states that Respondent terminated Dulberg as a client due to constant interference by his brother in the handling of the matter.

235. As of November 8, 2023, Respondent had not refunded to Dulberg or accounted for the unaccounted portion of the cost payment tendered to Respondent by Dulberg on November 22, 2017, which was $4,384.70.

ANSWER: Admits that there had been no refund. Denies there had not been an accounting.

236. At no time did Respondent request or receive Dulberg's authority to apply the funds that Dulberg had advanced Respondent for the purpose of paying costs to any outstanding fee balance.

ANSWER: Denies.

237. On November 8, 2023, Dulberg filed a request for investigation of Respondent with the ARDC, alleging, in part, that the $5,000 in costs were intended to be used, at least in part, to pay for the services of an expert witness, and since Respondent had not obtained an expert, Dulberg expected a refund of the unearned portion of the $5,000 in costs that Dulberg had advanced him.

ANSWER: Admits.

238. By letters dated March 10, 2025, and May 30, 2025, counsel for the Administrator asked Respondent to specifically address the matter of the unused costs paid in advance by Dulberg by either producing additional invoices to establish that funds had been expended on Dulberg's behalf or by producing monthly statements from Respondent's IOLTA account to establish that he had been holding Dulberg's funds separate from his own property.

ANSWER: Admits.

239. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Board voted a complaint in this matter, Respondent had not refunded any portion of the $5,000 in costs paid tohim by Dulberg, nor had he produced any document responsive to the ARDC's requests to justify his continued retention of those funds or to establish that the funds had been held separate from Respondent's own property.

ANSWER: Admits.

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

a. failing to refund the unused portion of costs advanced to him by a client, in violation of Rule l.!6(d) of the Illinois Rules of Professional Conduct (2010); and

b. failing to respond to lawful demands for information from a disciplinary authority, by cond.uct including failing to produce an accounting of Dulberg's cost payments or the requested financial records relating to his IOLTA account establishing that the funds had been held separately from Respondent's own property, in violation of Rule 8.l(b) of the Illinois Rules of Professional Conduct.

ANSWER: Denies paragraph 241 and each of the subparagraphs of paragraph 241 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XII

(Lack of Diligence and False Statements in the Legal Malpractice Matter of Loch Lomond Property Owners Association)

241. On January 4, 2024, Respondent and a representative of Loch Lomond Property Owners Association ("LLPOA") agreed that Respondent would represent LLPOA in a legal malpractice claim against LLPOA's former lawyers. LLPOA and Respondent agreed that Respondent would accept a contingency fee providing him one-third of any recovery he obtained on behalf of LLPOA, and LLPOA agreed to pay a $10,000 retainer that was "to be subtracted from initial billings until exhausted." The fee agreement also provided that LLPOA would be responsible for any costs associated with the claim. On that same date, LLPOA's representative paid Respondent $10,000 by a cashier's check purchased with funds drawn on LLPOA's account.

ANSWER: Admits and answering further the representative of the complainant on January 4, 2024, and long thereafter was not the individual filing the complaint with ARDC on behalf of the Loch Lomond Property Owners Association and with whom Respondent had little or no contact with during the period of representation.

242. On January 5, 2024, Respondent filed a complaint on behalf of LLPOA in the Circuit Court of Cook County to initiate the matter entitled *Loch Lomond Property Owners Association v. Kovitz, Shifrin and Nesbit.* The clerk of the court assigned the matter case number 2024 L 2I8. Respondent issued a summons that same day.

ANSWER: Admits.

243. At all times alleged in this complaint, Illinois Supreme Court Rule 102(a) provided that: "Promptly upon issuance, summons (together with copies of the complaint as required by Rule I04) shall be placed for service with the sheriff or other officer or person authorized to serve **process."**

ANSWER: Admits to the language of the statute and nothing further.

244. At all times alleged in this complaint, Illinois Supreme Court Rule 103(b) provided that: "If the plaintiff fails to exercise reasonable diligence to obtain service on a defendant prior to the expiration of the applicable statute of limitations, the action as to that defendant may be dismissed without prejudice. If the failure to exercise reasonable diligence to obtain service on a defendant occurs after the expiration of the applicable statute of limitations, the dismissal shall be with prejudice as to that defendant only and shall not bar any claim against any other party based on vicarious liability for that dismissed defendant's conduct. The dismissal may be made on the application of any party or on the court's own motion. In considering the exercise of reasonable diligence, the court shall review the totality of the circumstances, including both lack ofreasonable diligence in any previous case voluntarily dismissed or dismissed for want of prosecution, and the exercise of reasonable diligence in obtaining service in any case refiled under section 13-217 of the Code of Civil Procedure."

ANSWER: Admits to the language of the statute and nothing further.

245. As of March 6, 2024, the defendant had not been served with the complaint in case number 2024 L 218, and on that date, the Hon. Thomas More Donnelly ordered that Respondent serve the complaint on the defendant law firm by May 6, 2024.

ANSWER: Admits.

246. As of April 15, 2024, the defendant law firm had not been served with the complaint in case number 2024 L 218, and on that date Judge Donnelly ordered that Respondent serve the complaint on the defendant by May 6, 2024 "or this matter may be dismissed pursuant

to [Rule 103(b)J." Judge Donnelly scheduled a videoconference hearing for May 17, 2024, "[i]f service is effectuated."

ANSWER: Admits.

247. Respondent did not serve the defendant in case number 2024 L 218 by May 6, 2024. On May I0, 2024, Respondent caused an alias summons to be issued in the case.

ANSWER: Admits.

248. On May 15, 2024, the defendant law firm was served with the complaint, and on May 16, 2024, the day before the hearing set by Judge Donnelly, Respondent filed a motion for substitution of judge as a matter of right. Judge Donnelly canceled the status hearing scheduled for May 17, 2024, and on May 20, 2024, entered an order granting Respondent's motion for substitution of judge in case number 2024 L 218. By order on May 16, 2024, the Hon. Kathy Flanagan, supervising judge of the Law Division, reassigned case number 2024 L 218 to the Hon. Patrick Sherlock and scheduled a status hearing for June 12, 2024.

ANSWER: Admits.

249. On June 11, 2024, counsel for the defendant law firm filed a motion in case number 2024 L 218 requesting additional time to answer or otherwise plead to the complaint.

ANSWER: Admits.

250. By order on June 12, 2024, Judge Sherlock allowed the defendant law firm additional time to plead until July I0, 2024, and scheduled a status hearing in case number 2024 L 218 for July 15, 2024.

ANSWER: Admits.

251. On July I0, 2024, counsel for the defendant law firm filed a motion to dismiss the complaint in case number 2024 L 218 with prejudice pursuant to Illinois Supreme Court Rule l 03(b), arguing that Respondent had not exercised reasonable diligence in obtaining service, in that: the 13I-day delay in effectuating service between the date of filing the case and the date of service constituted a failure to exercise reasonable diligence; Respondent never placed the original summons with the Cook County Sheriff for service; the original summons and the alias summons filed by Respondent listed the same address for the defendant law firm; the law firm was an easy defendant to locate; the complaint arose from i'itigation that LLPOA had been considering since at least November I, 2019; Judge Donnelly had expressly ordered Respondent twice to serve the defendant by May 6, 2024; and Respondent moved for a substitution of judge one day before the next court appearance before Judge Donnelly. Counsel for the defendant law firm scheduled their motion to dismiss to be heard on July 15, 2024, and served Respondent by mail and by email at gooch@goochfirm.com and office@goochfirm.com.

ANSWER: Admits to the filing of the motion. Denies the remaining allegations and answering

further states the statute of limitations had not run in order to invoke Rule 103(b) in the underlying case. Further, there had been a tolling agreement entered into between the Defendants and Respondent's client the complainant herein which did not expire till immediately before Respondent was retained. Hence 2 years remained from the date of retention in order to complete the case a fact obviously not understood by Judge Donnelly.

252. On July 15, 2024, Respondent did not appear for the status hearing in case number 2024 L 218. Counsel for the defendant law firm appeared. Judge Sherlock ordered Respondent to file a response to the motion to dismiss by August 5, 2024, and directed the defendant law firm to file any reply by August 12, 2024. Judge Sherlock scheduled a hearing on the motion to dismiss via videoconference for September 9, 2024.

ANSWER: Admits and affirmatively states on July 15, 2024 was bed ridden and able to walk only with a walker, possibly a cane, and dominantly in a wheelchair.

253. Respondent did not file a response to the motion to dismiss by August 5, 2024.

ANSWER: Admits.

254. On August 9, 2024, counsel for the defendant law firm filed and served Respondent with a reply in support of its motion to dismiss.

ANSWER: Admits.

255. On August 14, 2024, Respondent filed a motion for additional time to file a response to the motion to dismiss, citing having been "largely bedridden during the month of July and beginning of August awaiting a scheduled invasive surgical procedure." Judge Sherlock scheduled Respondent's motion for additional time to be heard on August 26, 2024.

ANSWER: Admits.

256. On August 26, 2024, Respondent did not appear when case 2024 L 2I8 was called. Over the objection of defense counsel, who was present, Judge Sherlock granted Respondent's request for additional time and allowed Respondent until September 5, 2024, to file a response to the motion to dismiss, gave the defendant law firm until September 12, 2024, to reply, and scheduled a date for ruling on the motion to dismiss for October 2, 2024, via videoconference.

ANSWER: Admits.

257. Respondent did not file a response to the motion to dismiss by September 5, 2024, and on September 12, 2024, counsel for the defendant law firm filed a renewed reply in support of their motion to dismiss the complaint.

ANSWER: Admits.

258. As of October 2, 2024, Respondent still had not filed a response to the defendant law firm's motion to dismiss the complaint. On that date, all parties were present for the video hearing on the motion to dismiss before Judge Sherlock in case 2024 L 218. Respondent made an

oral motion seeking additional time to respond to the defendant law firm's motion to dismiss, which Judge Sherlock granted over defense counsel's objection. Judge Sherlock also entered an order allowing Respondent until October 16, 2024, to file his response to the motion to dismiss, giving defense counsel to October 23, 2024, to reply, and rescheduling his ruling on the motion for November 8, 2024.

ANSWER: Admits.

259. As of October I6, 2024, Respondent had not filed a response to the motion to dismiss the complaint in case number 2024 L 218. On October 23, 2024, counsel for the defendant law firm filed their second renewed reply in support of the motion to dismiss.

ANSWER: Admits.

260. On November 8, 2024, all parties were present for the video hearing on the motion to dismiss the complaint before Judge Sherlock in case number 2024 L 218. At that time, Respondent made another oral motion seeking additional time to respond to the defendant law firm's motion to dismiss, which Judge Sherlock granted over defense counsel's objection. Judge Sherlock entered an order allowing Respondent a final extension, until December 6, 2024, to file his response to the motion to dismiss, and allowing defense counsel to December 20, 2024, to file a reply. Finally, Judge Sherlock rescheduled his ruling on the motion for January 8, 2025.

ANSWER: Admits and answering further states that on December 27, 2025 he underwent approximately 7 hours of surgery with his spinal fusion to his lower back and was hospitalized for 7 days thereafter, then bed ridden at home for approximately 60 days.

261. As of December 20, 2024, Respondent had not filed a response to the motion to dismiss in case number 2024 L 218. On December 20, 2024, counsel for the law firm filed another renewed reply in support of their motion to dismiss, scheduled the matter to be heard at the January 8, 2024, court date, and provided notice of the hearing to Respondent by email.

ANSWER: Admits.

262. Between July 10, 2024, and January 2, 2025, Respondent did not inform any representative at LLPOA that the defendant law firm had filed a motion to dismiss the complaint in case number 2024 L 218, that he had sought and received multiple extensions to respond to that motion but never filed a response, or that a hearing on the motion to dismiss had been continued several times, with a final date of January 8, 2025.

ANSWER: Admits.

263. On January 2, 2025, LLPOA's secretary sent an email to Respondent informing him that Marty Szostak had recently been elected to LLPOA's board and would serve as Respondent's point of contact with LLPOA going forward.

ANSWER: Admits. Answering further Respondent states that on or about January 2, 2025

was the first time that Respondent had ever heard of Martin Szostak being involved and had he known that Szostak was going to be involved he never would have accepted the case.

264. As of January 8, 2025, Respondent had not filed a response to the motion to dismiss the complaint in case number 2024 L 218. On that date, Respondent did not appear when case number 2024 L 218 was called for hearing, and Judge Sherlock granted the defendant law firm's motion and dismissed the complaint.

ANSWER: Admits.

265. After January 8, 2025, Respondent took no further action on behalf of LLPOA to request reconsideration or review of the order dismissing case number 2024 L 218.

ANSWER: Admits.

266. In January 2025, after case number 2024 L 218 had been dismissed, Szostak called Respondent to request information about the status of LLPOA's legal malpractice claim. During that telephone conversation, Respondent acknowledged that the complaint he had filed had been dismissed but attributed the dismissal to an inability to serve the defendant law firm rather than Respondent's own failure to respond to the motion to dismiss the complaint.

ANSWER: Admits to so advising Szokstak that the case had been dismissed. Denies the remaining allegations of paragraph 266. Answering further Szokstak advised Respondent that there was still ongoing litigation in the Federal Court which involved the underlying cause of action giving rise to the cause for legal malpractice and that he believed he wanted to stop all action on the malpractice case so as to maximize his recovery in the then pending federal litigation.

267. After learning that the complaint in case number 2024 L 218 had been dismissed following Respondent's failure to respond to a motion to dismiss, Szostak discharged Respondent as counsel for LLPOA, and by email dated February 14, 2025, March 4, 2025, March 21, 2025, and April 30, 2025, requested an itemized statement of services Respondent claimed to have performed, and a refund of the unearned portion of the $10,000 retainer LLPOA had paid to Respondent. By email dated April 30, 2025, Respondent replied to Szostak, in part, that "you will have your invoice prior to May 9, 2025."

ANSWER: Denies, that Respondent was discharged under the circumstances set forth in paragraph 267 and answering further states that Respondent had been discharged as the complainant did not want to proceed having had that decision made by Mr. Szostak with the malpractice case due to Mr. Szostak's decision to obtain further settlement in an underlying federal lawsuit then pending.

268. As of May 23, 2025, Respondent had not provided any itemized statement describing the legal services he claimed to have provided to LLPOA, made any refund, or provided

any further communication to LLPOA, and on that date, Szostak filed a request that the ARDC investigate Respondent's handling ofLLPOA's claims against its previous counsel.

ANSWER: Admits.

269. By letter dated May 29, 2025, to Respondent's counsel, counsel for the Administrator requested that Respondent provide a written response to Szostak's request for investigation. By letter dated May 30, 2025, counsel for the Administrator asked Respondent to provide an itemized statement of his claimed services relating to his representation of Szostak and LLPOA.

ANSWER: Admits.

270. On August 6, 2025, Respondent produced to the ARDC a copy of his file relating to his representation of LLPOA.

ANSWER: Admits.

271. The services Respondent provided to LLPOA do not justify his retention of the entire $10,000 payment he was paid.

ANSWER: Denies and affirmatively states that Respondent earned all of the retainer paid by the complainant due to his preparation for litigation, understanding the pending federal action, reviewing all information, and proceeding with the matter until Mr. Szostak became involved. At Respondents hourly rate he well earned the sum of $10,000.

272. As of August 26, 2025, the date that Panel C of the Inquiry Board voted to file a complaint in this matter, Respondent had not submitted a response to the ARDC to the request for investigation filed by Szostak, an itemized billing statement to the ARDC or to Szostak or LLPOA, or a refund of any portion of the $10,000 retainer delivered to him by Szostak in January 2024.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to timely respond to the motion to dismiss filed by the defendant law firm in case 2024 L 248, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to Szostak's repeated requests for information regarding the status of LLPOA's claim or to respond to Szostak's request for an itemized statement of services or his request for a refund, in

violation of Rule l.4(a)(3) of the Illinois Rules of Professional Conduct (2010);

c. failing to refund an unearned fee, by conduct including failing to return any portion of the $10,000 fee that Respondent received from LLPOA, in violation of Rule l.16(d) of the Illinois Rules of Professional Conduct (20IO);

d. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC a written response to Szostak's request for investigation or to produce an itemized fee statement setting forth the services he provided to LLPOA, in violation of Rule 8.l(b) of the Illinois Rules of Professional Conduct; and

e. conduct involving dishonesty, fraud, deceit, or misrepresentation, by statements to Szostak falsely attributing the dismissal of the complaint to service of the complaint instead of his failure to respond to a motion to dismiss, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 39 and each of the subparagraphs of paragraph 39 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XIll

(Lack of Diligence in the Legal Malpractice Matter of Jeremy Porter)

274. On April 5, 2021, Respondent and Jeremy Porter agreed that Respondent would file a legal malpractice complaint against Porter's former attorney relating to that attorney's representation of Porter in a personal injury matter. Porter and Respondent agreed that Respondent's receipt of a fee would be contingent on the recovery of an award or settlement and would be one-third of any recovery he obtained on behalf of Porter. The written fee agreement Respondent prepared also provided that Porter would pay a $7,500 retainer, to "be applied against actual legal services... and any unused portion shall be refunded to client." The fee agreement also provided that Porter would be responsible for any costs associated with his claim. On or about April 26, 2021, Porter paid Respondent $7,500 by credit card.

ANSWER: Admits.

275. On October 8, 2021, Respondent filed a legal malpractice claim in the Circuit Court

of Cook County to initiate the matter entitled *Jeremy Porter v. Edmund J. Scanlon and Scanlon Law Group.* The clerk of the court assigned the matter case number 2021 L 9944. Counsel for the defendants filed an answer and affirmative defenses to the complaint on January 12, 2022, and subsequently requested a change of venue from Cook County to Kane County or Kendall County.

ANSWER: Admits.

276. On February 25, 2022, Respondent, or his then-associate, Sabina Walczyk, filed a response to the defendants' request for a venue change, and on June 6, 2022, after defense counsel filed a reply to that response, the Hon. Karen L. O'Malley entered an order in case number 2021 L 9944 that denied the defendants' motion.

ANSWER: Admits.

277. In July 2022, the defendants served Rule 213 written interrogatories and Rule 214 requests for production on Respondent in case number 2021 L 9944. As of January 5, 2023, those requests remained outstanding, and the defendants filed a motion to compel Porter to answer discovery and a request to reschedule mandatory arbitration. In their motion, the defendants cited Respondent's failure to provide defense counsel with a signed HIPAA order or list of treating physicians for Porter, or to comply with their discovery requests, and cited several alleged promises by Respondent to comply, although he had not followed through with those promises.

ANSWER: Admits to the filing of the aforesaid discovery requests and admits to the filing of a motion to compel answering further Respondent admits during the latter part of 2022 along with his deteriorating health, he suffered the loss of his associate with essentially 5 business days' notice after 9 years of employment who left having been offered employment as inside council at an insurance company.

278. On January 18, 2023, in response to Respondent's request, Porter sent Respondent his draft responses to the defendants' interrogatories, a signed declaration of completeness, and a list of potential witnesses. By emails dated January 25, 2023, and February 21, 2023, Porter asked Respondent to contact him to review the draft interrogatory responses. Respondent did not reply to Porter's emailed requests.

ANSWER: Admits.

279. As of February 10, 2023, Respondent had not responded to the defendants' motion to compel or complied with their discovery requests, and by order on that date, Judge O'Malley granted the motion to compel and ordered that Respondent answer all discovery requests and provide a treating physician's list and a HIPAA proposed order.

ANSWER: Admits.

280. On March 10, 2023, the defendants' counsel filed another motion to compel in case number 2021 L 9944, citing Respondent's continued failure to follow through on his promises to

comply with discovery, and by order dated March 20, 2023, Judge O'Malley granted that motion to compel and allowed Respondent until April 10, 2023, to answer the outstanding discovery requests or be subjected to sanctions.

ANSWER: Admits.

281. As of April 10, 2023, Respondent had not complied with discovery, and on April 13, 2023, counsel for the defendants filed a third motion to compel Porter's answers to discovery in case number 2021 L 9944. Judge O'Malley scheduled the motion to be heard via videoconference on May 2, 2023.

ANSWER: Admits.

282. As of May 2, 2023, Respondent had not responded to the third motion to compel or complied with the defendant's discovery requests, and by order on that date, Judge O'Malley granted the defendants' third motion to compel, gave Respondent a final deadline of May 23, 2023, to comply with discovery, barred Respondent from issuing written discovery to the defendants, and ordered Porter to present himself for deposition by June 16, 2023.

ANSWER: Admits to the existence of the aforesaid court order and the contents of that order.

283. On May 23, 2023, Respondent sent Porter an email asking him to sign an affidavit of completeness regarding discovery and a list of witnesses. The affidavit of completeness purported to assert that Poiter had personally reviewed all documents in response to the defendants' first set of requests for production and could verify that it was complete, and that Porter certified that the answers he provided in his interrogatories were true and correct. By email on May 24, 2023, Porter submitted a list of personal and medical witnesses and the signed affidavit of completeness to Respondent.

ANSWER: Admits and answering further states that the proposed discovery was also tendered to the complainant (Porter)

284. Between June 16, 2023, and September 21, 2023, Respondent sought and received extensions from the defendants' counsel to complete discovery, including rescheduling Porter's deposition.

ANSWER: Admits.

285. On September 21, 2023, counsel for the defendants filed a motion for an extension of time to complete discovery in case number 2021 L 9944, based in part on the cancellation of Porter's deposition, which had been rescheduled for August 23, 2023, as well as the parties' inability to agree on a new date for the deposition due in part to Respondent's unavailability.

ANSWER: Admits.

286. By order dated October 4, 2023, the Hon. John J. Curry, Jr., granted the defendant's motion for an extension of time to complete discovery, ordered the parties to complete witness

discovery by January 12, 2024, and ordered Porter to file his witness disclosures by February 2, 2024, with all dates being final. Judge Curry scheduled a status hearing for February 22, 2024.

ANSWER: Admits.

287. On October 26, 2023, Porter sent an email to Respondent asking for an update on the status of the malpractice case, in which he stated, "I am concerned we are not moving things forward. It has been 5 months since I was supposed to have my deposition." Respondent replied, in part, "We are moving it along. We have to finished [sic] your written discovery with complete info," to which Porter responded with dates he had submitted completed interrogatories to Respondent and provided Respondent with information about the medical providers that Respondent needed to subpoena to obtain additional information about Porter's injuries. Porter continued by stating, in part, "It is now October 26, 2023, and I am just finding out you need more information." At Respondent's direction, Respondent's paralegal then sent an email to Porter on that same date stating, "Nothing was missed. The other side filed an extension. Judge approved it for more time. Nothing can be done until we get dates from them to coincide with ours." At no time did Respondent inform Porter that the basis for the defendant's request for an extension had been Respondent's inability to reschedule Porter's deposition due to Respondent's unavailability.

ANSWER: Admits to the e-mail and the response partially quoted herein. Answering further Respondent states that the e-mails in its entirety speak for themselves if admitted into evidence.

288. By emails dated November 3, 2023, and November 14, 2023, Porter asked Respondent to contact him to provide him with status information or to schedule a meeting to discuss the case.

ANSWER: Admits to the e-mail exchange and states the e-mails in their entirety speak for themselves. Answering further Respondent states that not only was medical information required but also a serious issue of liability in the underlying case.

289. By email on November 14, 2023, at Respondent's direction, Respondent's paralegal informed Porter that Judge Curry had granted the motion for an extension of time that had been filed by the defendants in case number 2021 L 9944, that new discovery dates had been scheduled, and that a status hearing had been set for February 22, 2024. Respondent's paralegal then told Porter, "We'll be in touch regarding discovery."

ANSWER: Admits that the aforesaid e-mail was sent. Denies that it was at the Respondents direction and states the e-mail by its author speaks for itself in its entire content and offers the authors opinions and comments and not the opinions or comments of the Respondent.

290. On December 15, 2023, Respondent filed a motion to voluntarily dismiss case number 2021 L 9944 pursuant to 735 ILCS: 5/2-1009, seeking the case's dismissal, without prejudice, with leave to refile. On December 18, 2023, Respondent's motion was granted by the court. Prior to filing the motion to voluntarily dismiss the case, Respondent had not informed Porter that he intended to file the motion, nor did he receive Porter's authority to take that action. Respondent also did not tell Porter that the motion had been allowed or that the case had been dismissed.

ANSWER: Admits to the filing of the motion to voluntarily dismiss. Denies the remaining allegations of paragraph 290.

291. On February 12, 2024, Porter sent an email to Respondent stating, "Just following up on this. Dates are now passed and we have not discussed. Was another extension granted?" Respondent received his client's request for information but did not respond to Porter's email.

ANSWER: Admits to the receipt of the aforesaid e-mail and answering further states he contacted Porter on or about that date to again advise him the matter had been dismissed on motion.

292. On July 9, 2024, Respondent refiled a complaint on behalf of Porter in the Circuit Court of Cook County under the same title. The clerk of the court assigned the refiled matter case number 2024 L 7547. Respondent did not inform Porter that he had refiled the case or provide Porter with the new case number. Case number 2024 L 7547 was scheduled for an initial case management court date on September 11, 2024, via videoconference. Respondent was notified of the online court date by email to his business email address, gooch@goochfirm.com.

ANSWER: Admits the allegations of paragraph 292 except for the failure to inform Porter which is denied.

293. On July 30, 2024, Porter sent Respondent a text message asking Respondent to provide him with status information about his case. Respondent replied that he had undergone a medical procedure the prior day and that he intended to provide information to Porter "by end of week." As of September 11, 2024, Respondent had not contacted Porter to provide him with any further information about the case.

ANSWER: Admits.

294. On September 11, 2024, Respondent did not appear for the initial case management hearing in the refiled malpractice case. By order dated September 11, 2024, a copy of which was emailed to Respondent at gooch@goochfirm.com, the Hon. Kathy Flanagan rescheduled case number 2024 L 7547 for a case management call via videoconference on October 3, 2024.

ANSWER: Admits.

295. By text messages to Respondent on September 13, 2024, and September 28, 2024,

Porter requested information about the status of his matter. Respondent was aware of Porter's requests for information but did not reply to the messages.

ANSWER: Admits the text messages were sent but were not received or reviewed by Respondent on the dates they were sent.

296. On October 3, 2024, neither Respondent nor Porter appeared at the videoconference meeting for the case management hearing in case number 2024 L 7547, and the Hon. Anthony Swanagan dismissed the matter for want of prosecution. Porter was still unaware that his claim had been refiled under a new case number, and after October 3, 2024, Respondent did not inform Porter that his matter had been dismissed for want of prosecution.

ANSWER: Admits.

297. By text message on October 23, 2024, Porter requested information from Respondent about the status of the case he mistakenly believed was still pending. Respondent replied, "Yes I'm sorry I will call you tomorrow." As of November 12, 2024, Respondent had not called Porter, and on that date, Porter sent a text message to Respondent stating, **"Hi** Tom, still trying to connect about my case. Is everything **OK?"** to which Respondent replied, "Sorry mornings are always **in** court today is all day."

ANSWER: Admits.

298. On November 14, 2024, Porter sent Respondent a text message requesting information about the status of his matter, to which Respondent did not reply.

ANSWER: Respondent has no knowledge of receiving a text message on November 14, 2024, and therefore denies the allegations of paragraph 298 due to lack of knowledge.

299. On November 14, 2024, Porter telephoned Respondent on Respondent's cell phone, at which time Respondent told Porter that he could not really hear Porter and that Porter should call Respondent at his office the following day. Porter called Respondent's office on November 15, 2024, and left him a message but did not receive a return call. Around November 18, 2024, Porter again called Respondent's cell phone, at which time Respondent answered Porter's call and said he needed to check on the status of Porter's case when he got back to his office. Respondent did not call Porter after November 18, 2024.

ANSWER: Denies the content of the reported conversations and neither admits nor denies the telephone calls were made to Respondents cell phone as Respondent cannot verify receipt of the calls.

300. Between December 13, 2024, and April 23, 2025, Porter sent five additional text messages requesting information about the status of his case, to which Respondent did not reply.

ANSWER: Neither admits nor denies the allegations of paragraph 300 due to a lack of knowledge as Respondent cannot locate the reported text messages.

301. As of May 30, 2025, Porter had not received any further communication from Respondent, and on that date, Porter filed a request for investigation of Respondent with the ARDC.

ANSWER: Admits.

302. By letter dated June 2, 2025, to counsel for Respondent, counsel for the Administrator asked Respondent to provide a written response to Porter's allegations, along with a copy of his complete file relating to his representation of Porter and an itemized statement of any legal services that Respondent claimed to have performed on Porter's behalf.

ANSWER: Admits.

303. On August 14, 2025, Respondent provided to the ARDC a copy of his file relating to his representation of Porter.

ANSWER: Admits.

304. As of August 26, 2025, the date that Panel C of the Inquiry Board voted to file a complaint against Respondent in this matter, Respondent had not provided any written response relating to Porter's request for investigation to the ARDC or an itemization of any legal services he claimed to have provided on Porter's behalf.

ANSWER: Admits.

305. At no time did Respondent ever inform Porter that case number 2021 L 9944 had been dismissed, that Respondent had refiled the matter as case number 2024 L 7547, or that the refiled case had been dismissed for want of prosecution on October 3, 2024.

ANSWER: Denies and affirmatively states that at the time of complainants discharge and complaint to ARDC the aforesaid case was still viable and could have been pursued.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to diligently complete or pursue discovery in case number 2021 L 9944, resulting in Respondent's decision to seek the voluntary dismissal of that case, then failing to participate in the refiled case number 2024 L 7547, resulting in its dismissal and failing to take any action on behalf of Porter to reinstate his claims, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (20IO);

b. failing to promptly inform the client of any decision or circumstance with respectto which the client's informed consent

was required, by conduct including failing to inform Porter that he had filed a motion to voluntarily dismiss case number 2021 L 9944 or refiled Porter's claim under case number 2024 L 7547, or that case number 2024 L 7547 had been dismissed for want of prosecution, in violation of Rule 1.4(a)(l) of the Illinois Rules of Professional Conduct (2010);

c. failing to respond to Porter's repeated requests for information regarding the status of his claim, in violation of Rule l.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and

d. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC a written response to Porter's request for investigation or to produce an itemized fee statement setting forth the services he provided to Porter, in violation of Rule 8.l(b) of the Illinois Rules of Professional Conduct.

ANSWER: Denies paragraph 307 and each of the subparagraphs of paragraph 307 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XIV

(Lack of Diligence and Failure to Refund Unearned Fees in the Civil Matter of Victoria O'Donnell)

307. On August 21, 2018, the Patterson Law Firm LLC filed a complaint on behalf of Victoria O'Donnell, as owner of Passion Transportation, Inc., in the Circuit Court of Kane County, which was docketed as case number 2018 *C* 466, and entitled *Passion Transportation, Inc. v. McAllen Enterprises et al.* On October 3, 2018, the Patterson Law Firm withdrew as counsel for O'Donnell's company in case number 2018 L 466.

ANSWER: Denies and affirmatively states that Jeffery Ogden Katz filed the complaint referenced in paragraph 307. Katz at some point had an affiliation of some type with The Patterson Law Firm, LLC. Answering further Respondent states that Jeffery Ogden Katz having virtually ruined the underlying lawsuit set forth in paragraph 307 withdrew and recommended that complainant (O'Donnell) consult with the Respondent.

308. On January 10, 2019, O'Donnell appeared *prose* in case number 2018 L 466 before the Hon. Susan Clancy-Bowles and stated that she intended to find a new attorney. Judge Clancy-

Bowles scheduled the matter for January 24, 2019, asking O'Donnell to appear on that date with her new attorney or appear *prose.* On January 24, 2019, O'Donnell appeared *prose* in case number 2018 L 466 and requested that her case be dismissed without prejudice, with the intention of refiling her claim.

ANSWER: Respondent makes no answer to paragraph 308 due to a lack of knowledge and based on that statement alternatively denies the allegations of paragraph 308 due to a lack of knowledge.

309. On August 29, 2022, Respondent and O'Donnell met to discuss the dismissed case, and Respondent told O'Donnell that the case had originally been filed in the wrong jurisdiction and should be refiled in another county. Respondent told O'Donnell that although the one-year statutory period to refile a complaint following a dismissal had passed, he believed that he could still refile her company's claims against the defendants in another jurisdiction. Respondent provided a fee agreement to O'Donnell that incorrectly stated that Respondent had agreed to represent O'Donnell in a legal malpractice complaint against the Patterson Law Firm relating to that firm's representation of O'Donnell in the original case. O'Donnell and Respondent agreed that Respondent would accept a contingency fee providing Respondent one-third of any recovery he obtained on behalf of O'Donnell, and O'Donnell also agreed to pay a $10,000 retainer, with $5,000 to be paid by August 29, 2022, and the remaining $5,000 to be paid by November 29, 2022. The agreement provided that the retainer payment "secure[d]... representation through the conclusion of the matter" and that "any unused or unbilled portion of the advance payment retainer will be returned to the client." The fee agreement also provided that O'Donnell would be responsible for any costs associated with her claim.

ANSWER: Respondent admits to advising O'Donnell the case had been filed in the wrong jurisdiction and admits to advising O'Donnell that a 1 year filing deadline had past. Respondent denies ever telling O'Donnell he thought he could still file the case and denies incorrectly preparing a retainer agreement naming the wrong party to be sued. Respondent admits the remaining allegations of paragraph 309.

310. On September 6, 2022, O'Donnell made her initial payment to Respondent by check in the amount of $5,000. On November 20, 2022, O'Donnell gave Respondent a second check in the amount of $5,000, as the remainder of the $10,000 retainer fee Respondent had requested.

ANSWER: Admits.

311. Prior to January 4, 2023, Respondent asked O'Donnell to provide him with a copy

of the file materials the Patterson Law Firm had provided to her on a thumb drive, which she did shortly thereafter. By email to Respondent on January 4, 2023, O'Donnell stated, "You mentioned reviewing what was on [the thumb drive] and said you'd get back with me to discuss." Respondent asked O'Donnell to locate a contractor employee of one of the defendants, whom he stated that he intended to serve.

ANSWER: Respondent admits to seeking O'Donnell's furnishing of the file materials maintained by Jeffery Ogden Katz and any other relevant documents. Respondent admits the e-mail of January 4, 2023, and answering further the e-mail speaks for itself in its totality. Respondent denies the remaining allegations of paragraph 311 and answering further that O'Donnell brought forth an entire banker box of records eventually after repeated requests by Respondent.

312. By email dated January 20, 2023, to Respondent, O'Donnell provided Respondent with information about the contractor employee that Respondent had requested and told Respondent that she had a medical procedure scheduled for January 27, 2023. O'Donnell was not released from hospital care until March 9, 2023.

ANSWER: Respondent admits to the receipt of a e-mail dated January 20, 2023, and states the aforesaid e-mail speaks for itself.

313. On March 4, 2023, March 24, 2023, April 2, 2023, April 17, 2023, April 19, 2023, and April 26, 2023, O'Donnell contacted Respondent by email requesting the status of her case and asking that he communicate with her. On April 26, 2023, Respondent replied, "Sorry I had a week long trial followed by a sinus infection, I'm terribly sorry, are you feeling better now?" On April 27, 2023, O'Donnell telephoned Respondent at his office and left a message requesting a return call.

ANSWER: Respondent admits to the existence of the e-mails and answering further states that he or his office responded by telephone with the complainant answering further Respondent states that on numerous occasions both Respondent and Respondent paralegal, Melissa Podgorski, attempted to contact O'Donnell and seek her appearance in the office to discuss not the refiling of her case but a suit against Jeffery Ogden Katz on each occasion the complainant advised that she either was ill or on pain relieving medication and could not drive.

314. As of May 4, 2023, Respondent had not responded to O'Donnell's request for information. On May 4, 2023, O'Donnell sent an email to Respondent asking Respondent to call her to schedule a meeting with her.

ANSWER: Respondent denies the allegations of paragraph 314 and answering further states that both Respondent and his office staff repeatedly attempted to schedule a meeting with

O'Donnell who consistently was either ill or on pain relieving medication.

315. As of June 15, 2023, Respondent had not responded to O'Donnell's request for information. On June 15, 2023, O'Donnell sent an email to Respondent informing him that while she was still recovering from the medical procedure and the resulting complications, she was "puzzled by [his] lack of communication ... l'm not sure why I have not gotten a response to the emails I've sent to you. There have been several." O'Donnell detailed her efforts to connect with Respondent and his lack of action on her behalf and requested an in-person meeting with Respondent.

ANSWER: Respondent denies never responding to O'Donnell's request for information as of June 15, 2023, admits to the receipt of an e-mail on June 15, 2023, from O'Donnell and answering further states that the e-mail in its entirety speaks for itself. Answering further Respondent states that following June 15, 2023, Respondent and Respondent's office made numerous attempts to schedule and in person meeting with complainant who either was in the hospital, to ill to leave her house, or on pain killers and unable to leave the house.

316. By email dated June 16, 2023, Respondent responded to O'Donnell's email, as follows:

> I'm terribly sorry. I got this email from you just fine. I'm not sure what happened to the others. I'm ready, have been ready to file your suit for some time. I rather thought you were seriously ill so I put this on the back burner waiting to hear from you. I believe we spoke at some point and you expressed how you had these medical issues. I can't explain to you how I missed your emails but I will find them. I took a long weekend as Monday is a court holiday so I took today off and went fishing thru Monday night. 1 will be back in the office Tuesday morning and can have you in this coming week. Weds. or Friday would be best and we can get the suit filed... I have been prepared to do this... I will demonstrate my commitment to you in the coming days.

ANSWER: Respondent admits to the e-mail dated June 16, 2023 and the quotation set forth in paragraph 316 answering further Respondent states he was speaking of being ready to file a lawsuit against Jeffery Ogden Katz.

317. By email dated Monday, June 19, 2023, O'Donnell provided her availability to Respondent and asked him to schedule an aftemoon appointment for her at his office, and to send her "an email or text with dates you are available." Respondent responded that he was "still in Florida fishing I'm coming home tomorrow."

ANSWER: Respondent admits to the e-mail of June 19, 2023 and its contents denying the summery set forth in paragraph 317 of that e-mail.

318. After June 19, 2023, Respondent did not schedule a meeting or communicate further with O'Donnell.

ANSWER: Denied. Answering further Respondent states his office attempted to schedule meetings with O'Donnell who either was ill or on pain relieving medication.

319. At no time did Respondent refile the civil lawsuit against McAllen Enterprises or the other defendants in a jurisdiction other than Kane County or take any other action on behalf of O'Donnell relating to her claims.

ANSWER: Admits not re-filing the actions. Denies remaining allegations of paragraph 319.

320. By the time O'Donnell learned of Respondent's failure to take action in her matter, any refiling of her claim had become time-barred.

ANSWER: Denied. Answering further Respondent states that the matter had been time barred by the time O'Donnell completed retention of Respondent which explains why the retainer agreement provided for a malpractice case against Jeffery Ogden Katz and The Patterson Firm.

321. Respondent did not provide sufficient services to O'Donnell or her business to earn the $10,000 in fees that she had paid to him.

ANSWER: Denies.

322. On July 31, 2023, O'Donnell filed a request for investigation of Respondent with the ARDC. By letters dated August 28, 2023, and February 23, 2024, counsel for the Administrator asked Respondent to provide a written response to O'Donnell's communication.

ANSWER: Admits.

323. By letter dated April 25, 2024, counsel for the Administrator asked Respondent to provide a complete copy of his file relating to his representation of O'Donnell and her business. On July 1, 2024, Respondent produced his file of 4,969 pages, which consisted solely of file materials produced to him by O'Donnell with the exception of his fee agreement, a new client intake form, and emails to and from O'Donnell.

ANSWER: Admits.

324. By letter dated December 12, 2024, counsel for the Administrator asked Respondent for a recreated billing statement regarding how he claimed to have earned the $10,000 retainer that O'Donnell had paid him. Respondent produced an itemized statement purporting to have provided 34.5 hours of services, having a value of $10,350, all of which related to his purported review of O'Donnell's file, the scanning of her file materials (although O'Donnell had produced an electronic copy of her file materials), purported research, two September 2022, meetings between O'Donnell and Respondent's paralegal billed at the paralegal's billing rate, and meetings on September 29, 2022, and October 2, 2022, between O'Donnell and Respondent.

ANSWER: Admits and answering firther states that the itemized statement was prepared by Respondent's paralegal and fairly and accurately reflected most but not all of the time spent on the O'Donnell matter. Answering further Respondent states that fees were reasonable and for necessary work and in full compliance with the standard of care and the rules of professional conduct.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to timely refile a lawsuit for O'Donnell, in violation of Rule *1.3* of the Illinois Rules of Professional Conduct (2010);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent was required, by conduct iucluding failing to inform O'Donnell that Respondent had not a timely filed a lawsuit on her behalf, in violation of Rule I.4(a)(I) of the Illinois Rules of Professional Conduct (20l0); and

c. failing to refund an unearned fee, by conduct including failing to return any portion of the $I0,000 fee that Respondent received from O'Donnell, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 326 and each of the subparagraphs of paragraph 326 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XV

(Lack of Diligence and Failure to Refund Unearned Fees in the Fee Dispute Matter of Paul Berezowski)

326. On February 15, 2022, attorney Norman Lerum filed a petition to enforce his attorney's lien in Circuit Court of McHenry County ,case number 15 LA 268, in which Lerum sought an award of $242,352.05 in outstanding fees and costs from Paul Berezowski relating to Lerum's representation of Berezowski in a lawsuit for damages to Berezowski's condominium.

ANSWER: Admits.

327. On February 24, 2022, the Hon. Michael J. Chmiel entered an order in case number

15 LA 268 ordering Berezowski to file a response to Lerum's petition to enforce his attorney's lien within 28 days and granting Lerum another 14 days to reply to Berezowski's response. On or about March 24, 2022, attorney Jefferey Katz filed a response on Berezowski's behalf in case number 15 LA 268 to Lerum's petition to enforce his attorney's lien, and on April 5, 2022, Lerum filed a reply brief in support of his petition.

ANSWER: Admits and answering further states the response filed was deficient and negligent resulting in the relief Lerum wanted being granted.

328. On May 20, 2022, Judge Chmiel granted Lerum's motion to adjudicate his lien in case number 15 LA 268 and ruled against Berezowski and for Lerum in relation to Lerum's claimed attorney's fees. Berezowski then discharged Katz as his attorney.

ANSWER: Admits.

329. On or about June 8, 2022, Respondent and Berezowski agreed that Respondent would file a motion to reconsider Judge Chmiel's May 20, 2022, decision awarding Lerum his claimed attorney's fees in case number 15 LA 268, and, if that motion was unsuccessful, that Respondent would pursue an appeal of that order to the Second District Appellate Court. Berezowski and Respondent agreed that Berezowski would pay Respondent a retainer in the amount of $10,000. Respondent requested that the full amount of$10,000 be paid immediately so that he could quickly prepare and file a motion for reconsideration, and Berezowski paid it on that same day, half by check and half by credit card. The agreement also provided that Respondent would not charge Berezowski for their initial consultation and that Berezowski would pay any costs associated with the pursuit of his claim.

ANSWER: Denies. agreeing to file a motion to reconsider as Respondent was of the opinion initially based on the pleadings that were filed by complainant in opposition to the fee petition that there is nothing to reconsider constituting new evidence or clear error by the court as Respondent had determined in the little amount of time he had following entry of the final order in the trial court. Respondent further denies that there was a meeting or any type of agreement on June 8, 2022, and Respondent believes that meeting took place approximately 6 days later or 5 days before a motion to reconsider could have been filed. Answering further Respondent states the agreement and Berezowski speaks for itself.

330. By the end of June 2022, Berezowski had left six telephone messages for Respondent asking for a return call. Respondent did not return any of Berezowski's calls, and, in late June, Berezowski went to Respondent's office to speak to Respondent. At that time, Respondent instructed Berezowski never to call or visit Respondent's office again and told him that Respondent or a staff member would call Berezowski if something was needed from him.

ANSWER: Denies.

331. Respondent did not file a motion for reconsideration in case number 15 LA 268 or

inform Berezowski that he had not filed a motion for reconsideration.

ANSWER: Admits and answering further states he never told Berezowski he would file a motion for reconsideration.

332. On June I 7, 2022, Respondent filed a notice of appeal of Judge Chmiel's May 20, 2022, order in case number 20I5 LA 268 to the Second District Appellate Court, which assigned the resulting appeal docket number 2-22-02.22, According to a briefing schedule later set by the appellate court, Respondent's brief on Berezowski's behalf was due on or before September 14, 2022.

ANSWER: Admits and answering further states Respondent began an exhaustive and complete review of the underlying court file.

333. On June 27, 2022, at Respondent's direction, a member of Respondent's staff telephoned Berezowski and informed him that Respondent needed $1,650 in cash to file the appeal with the Second District Appellate Court. Berezowski asked whether his retainer fee payment could be used for that purpose, and the staff member told Berezowski that the filing cost was separate from the retainer. That same day, Berezowski personally delivered $1,650 in cash to Respondent's office and received a receipt for that amount by a member of Respondent's staff, with the notation "appeal."

ANSWER: Denies and answering further states that a member of Respondent's staff contacted Berezowski and requested $1, 650 by cash, check, or money order not in order to file the appeal but in order to pay the circuit court clerk that approximate amount for the Record on Appeal which was paid to the circuit court clerk. Answering further states the receipt as well as the request for the sum of money was handled by Melissa Podgorski in Respondent's office.

334. As of September 14,2022, Respondent had not filed a brief on behalf of Berezowski with the appellate court in appeal number 2-22-0222. On September 21, 2022, the clerk of the Second District Appellate Court sent notice to Respondent that his brief was overdue and that if it was not filed within seven days of the notice, the appeal would be dismissed. Respondent received the notice shortly thereafter.

ANSWER: Admits.

335. On September 27, 2022, Respondent filed a motion for an extension of time within which to file the appellant's brief in appeal number 2-22-0222, citing his claimed illness.

ANSWER: Admits.

336. On October 5, 2022, the court entered an order in appeal number 2-22-0222 granting Respondent's motion for an extension to file his brief and setting October 24, 2022, as the new deadline for filing the brief.

ANSWER: Admits.

337. On October 19, 2024, Respondent filed a second motion for an extension oftime within which to file the appellant's brief in appeal number 2-22-0222, citing his involvement in the trial of another client matter that was scheduled to begin on October 19, 2022, his participation in a mediation on October 25, 2022, for a separate client, and the loss of two days in his office from October 16, 2022, to October I8, 2022, for an out-of-state healthcare appointment. Respondent did not provide notice of his motion to counsel for Lerum.

ANSWER: Admits answering further council believes notice was given to council for Lerum and if it was not given it was through mistake and not done intentionally.

338. On October 25, 2022, the court entered an order in appeal number 2-22-0222 granting Respondent's second motion for an extension to file his brief and setting November 9, 2022, as the new deadline for filing the brief.

ANSWER: Admits.

339. As of November 9, 2022, Respondent had not filed a brief on behalf of Berezowski in appeal number 2-22-0222, nor had he filed a third motion requesting more time to do so. On November 17, 2022, the clerk of the Second District Appellate Court sent notice to Respondent that his brief was overdue and if it was not filed within seven days of the notice, the appeal would be dismissed.

ANSWER: Admits.

340. On October 19, 2022, Respondent filed a third motion for extension of time within which to file the appellant's brief in appeal number 2-22-0222, citing the unavailability of his office support staff, two other appellate briefs that he was due to file in November 2022, and a Supreme Court brief due on November 30, 2022.

ANSWER: Admits.

341. On November 22, 2022, counsel for Lerum filed a response in appeal number 2-22-0222 objecting to Respondent's motion for extension' of time and asking the court to dismiss the appeal. Admits.

342. On December 5, 2022, the court denied Respondent's third request for an extension of time to file his brief in appeal number 2-22-0222 and dismissed the appeal. The court provided that the order was final and would stand as the mandate of the court in appeal number 2-22-0222. Respondent received the December 5, 2022, order dismissing appeal number 2-22-022 shortly thereafter.

ANSWER: Admits and answering further states that based on the record from the trial court and during the period when complainant sought various extensions he came to the conclusion that a appeal which would not be considered frivolous could not be filed in this cause due to

the handling of the matter in the trial court as there was no good and just reason to appeal the granting of Lerum's attorneys lien petition as there had been not factual dispute created in the underlying court by Berezowski's previous attorney Jefferey Ogden Katz.

343. As of December 2023, approximately one year after the dismissal of appeal number 2-22-0222, Respondent had not informed Berezowski that the appeal had been dismissed by the appellate court on December 5, 2022, the basis for that dismissal, or an explanation of what further action, if any, was available to Berezowski.

ANSWER: Denies.

344. Because Respondent told Berezowski that he should not contact his office, Berezowski did not request any information from Respondent after June 27, 2022. In December 2023, since he had not heard from Respondent for more than a year, Berezowski called the Office of the Clerk of the Circuit Court of McHenry County. At that time, Berezowski learned that Respondent had not filed a motion for reconsideration in case number 15 LA 268, and that Respondent had filed multiple extensions of time to pursue Berezowski's appeal in appeal number 2-22-0222, the last of which was denied, resulting in the dismissal of his appeal.

ANSWER: Denies.

345. At no time did Respondent refund to Berezowski any portion of the $10,000 retainer fee that Berezowski paid to him.

ANSWER: Admits.

346. Respondent did not provide sufficient services to Berezowski to justify the $10,000 retainer paid to him.

ANSWER: Denies answering further Respondent states he spent an exhaustive amount of time attempting to find fault with the underlying record in this matter so as to justify an appeal.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to file a motion for reconsideration in case number 15 LA 268 or the appellant's brief in appeal number 2-22-0222 despite receiving three extensions of the filing deadline, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to inform Berezowski that he had not filed a request for reconsideration in case number

15 LA 268 and that appeal number 2-22-022 had been dismissed, in violation of Rule l.4(a)(3) of the Illinois Rules of Professional Conduct (20IO);

c. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, by conduct including failing to inform Berezowski of the dismissal of his appeal and what further action, if any, was available to him, in violation of Rule l.4(b) of the Illinois Rules of Professional Conduct (201O); and

d. failing to refund an unearned fee, by conduct including failing to return any portion of the $10,000 fee that Respondent received from Berezowski, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 348 and each of the subparagraphs of paragraph 348 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

Affirmative Defense No. 15:

That in all circumstances herein Respondent has complied with the standard of care and in his representation of Berezowski and complied with the rules of professional conduct as they relate to Respondent's representation of Barazowski.

That the entire complaint before ARDC was orchestrated and inspired by Jefferey Ogden Katz.

Katz's actions were designed to supplement a legal malpractice complaint filed in the circuit court of Lake County, Illinois for malpractice against Respondent. Said complaint being filed only to mask his own negligence in representation of the complainant of Berezowski during the McHenry County court proceeding instituted by Norman Lerum.

Katz went as to go so far as to attach this formal complaint issued by ARDC and all its counts to the malpractice complaint in the Lake County Circuit Court designated first to discredit Respondent with the court as well as with a prospective jury.

Katz went so far as to file two other legal malpractice complaints on behalf of clients who have formal complaints pending through ARDC against Gooch at the present time and attached the ARDC formal complaint as exhibits in a further attempt discredit before both the

court and a prospective jury as well as to mask his own negligence.

COUNT XVI (REPEAT)

(Lack of Diligence in the Legal Malpractice Matter of Alfreda Bugaj)

RESPONDENT HAS ADDED THE WORD "REPEAT" ABOVE FOR CLARITY AS THE COUNT NUMBER WAS PREVIOUSLY USED AT PAGE 24 OF THE COMPLAINT.

348. On August 16, 2019, Respondent and Alfreda Bugaj agreed that Respondent would file a legal malpractice complaint against Bugaj's former personal injury attorney, Rajesh Kanuru, who had been disbarred on January 12, 2018, for neglecting client matters and conversion of client funds. *(In re Kanuru,* M.R. 29088, 2017PR00017.) Bugaj made a fee payment of $10,000 to Respondent. Bugaj and Respondent agreed that Respondent would accept a contingency fee providing Respondent one-third of any recovery he obtained on behalf of Bugaj and that her $10,000 retainer would "be subtracted from the final fees due." The fee agreement also provided that Bugaj would be responsible for any costs associated with her claim. On that same date, Bugaj made two payments to Respondent via PayPal in the amounts of $5,000 each towards Respondent's requested retainer. On August 16, 2019, Bugaj made a third payment of$670 to Respondent for anticipated filing fees.

ANSWER: Admits answering further at that time Respondent discouraged the filing of this case due to the status of Kanuru and who was about to be sentenced to federal prison.

349. On December 18, 2019, Respondent's then-associate Sabina Walczyk filed a legal malpractice complaint on Bugaj's behalf in the Circuit Court of Cook County against Kanuru and his former law firm, to initiate the matter entitled *Afreda Bugaj v. Rajesh Kanuru and KP Law, LLC.* The clerk of the court assigned the matter case number 2019 L 13922.

ANSWER: Admits.

350. On June 15, 2020, counsel for Kanuru filed his appearance.

ANSWER: Admits and answering further Respondent states that he also provided numerous legal services to Bugaj while assisting in preparing the complaint, reviewing the complaint, and investigating the underlying workers compensation cause of action and would need to be adjudicated and would need to be proven together with a practitioner in the field of workers compensation serving as an expert witness which cost would be the responsibility of Bugaj. Again, Respondent discouraged proceeding with this case as by this time the retainer had been exhausted.

351. Between June 15, 2020, and February 7, 2022, Walzyk provided the following legal

services on behalf of Bugaj in case number 2019 L 13922: responded to a motion to dismiss the complaint; delivered discovery requests to the defendant's counsel; reviewed the answer filed by the defendant's counsel; filed an answer to the defendant's affirmative defense; filed a motion to compel the production of documents; filed a motion for additional time to set a schedule for discovery related to various expert witnesses; filed a motion to bar the defendant from testifying, calling witnesses, or producing documents at trial due to his alleged ongoing failure to comply with discovery requests, which was granted; participated in multiple status hearings; and presented an agreed motion for additional time to complete party depositions and set a settlement conference.

ANSWER: Admits.

352. On February 7, 2022, Walczyk and counsel for the defendant appeared in court and presented a second agreed motion for additional time to complete paity depositions and set a settlement conference. The Hon. Thomas Mulroy continued the motion to extend party deposition dates and set the matter for a settlement videoconference on March 23, 2022.

ANSWER: Admits and answering further states that Kanuru was not readily available for obvious reasons.

353. Judge Mulroy continued case number 2019 L 13922 on the same basis to March 30, 2022, March 23, 2022, April 14, 2022, May 10, 2022, and July 26, 2022.

ANSWER: Admits and answering further states that Walczyk after almost 9 years of employment left councils office with 5 business days' notice as the insurance company that offered her employment insisted, she begin work the following week. Walczyk worked an additional 4 days after giving notice and then took the day off to attend a wedding. Leaving Respondent to sort out the status of the Bugaj matter.

354. As of July 26, 2022, Walczyk had ended her employment as an associate at Respondent's firm, and Respondent asked a paralegal from his office to appear on his behalf at the status hearing in case number 2019 L 13922. Counsel for the defendant was present, and the Hon. John Curry entered an order setting the matter for status of depositions for September 7, 2022.

ANSWER: Admits.

355. On September 7, 2022, Respondent's paralegal again appeared in court for Bugaj in case number 2019 L 13922, along with counsel for the defendant. Judge Curry ordered that certain discovery be completed by November J8, 2022, and scheduled a status date for November 30, 2022. Judge Curry also ordered Respondent to be present on November 30, 2022.

ANSWER: Admits and answering further states Respondent's paralegal was there to hold the case as Respondent was in another court room and not to participate in the hearing.

356. On November 30, 2022, Respondent appeared a half-hour late for the status hearing in case number 2019 L 13922, by which time counsel for the defendant, who was unable

to wait, had departed. Respondent presented an oral motion to file an amended complaint. Judge Curry entered an order closing discovery, denying Respondent's oral motion to file an amended complaint, and allowing Respondent until December 13, 2022, to prepare and serve a written motion for leave to file an amended complaint with the proposed amended complaint to be attached to that motion. Judge Curry also scheduled a hearing on that motion for December 21, 2022.

ANSWER: Admits to appearing in court on November 30, 2022 and states the transcript if available speaks for itself as to what transpired. Answering further states, he was a half-hour late for the status hearing only because he was appearing in other courtrooms not an unusual event.

357. As of December 21, 2022, Respondent had not filed a motion requesting leave to file an amended complaint in case number 2019 L 13922. The court scheduled the matter for status on a related criminal case against defendant for March 9, 2023, and then July 6, 2023.

ANSWER: Admits.

358. On April 7, 2023, the defendant began a 33-month prison term following his conviction.

ANSWER: Admits and answering further the defendant was sentenced to a 48-month prison term.

359. On July 6, 2023, Respondent made a motion to voluntarily dismiss the complaint in case number 2019 L 13922, without prejudice and with leave to refile, which was allowed by Judge Curry. Prior to filing the motion to voluntarily dismiss the case, Respondent had not informed Bugaj that he intended to file the motion, nor did he receive Bugaj's authority to take that action.

ANSWER: Admits but denies not telling Bugaj that he had no choice but to file the motion. Answering further Respondent states that Bugaj did not reject Respondent's decision.

360. After July 6, 2023, Respondent did not inform Bugaj that he had caused her malpractice case against Kanuru and his law firm to be dismissed.

ANSWER: Denies.

361. On March 13, 2024, Bugaj filed a request for investigation of Respondent with the ARDC, stating that she had asked Respondent to provide her with the status of case number 2019 L 13922, but that Respondent had not responded to her communications.

ANSWER: Admits.

362. On June 26, 2024, Respondent sent a written response to Bugaj's request for investigation in which he stated that he had voluntarily dismissed case number 2019 L 13922 due to Kanuru's incarceration and the purported "impatience" of Judge Curry. Respondent's response did not address his delay in filing an amended complaint following Judge Curry's November 30,

2022, order or his failure to communicate with Bugaj. In his letter to the ARDC, Respondent stated that he "was prepared to refile the matter prior to the expiration of the one-year period next week and I will serve Mr. Kanuaru [sic] in prison."

ANSWER: Admits.

363. On July 8, 2024, Respondent refiled the legal malpractice complaint on behalf of Bugaj in the Circuit Court of Cook County to initiate the matter entitled *Alfreda Bugaj v. Rajesh Kanuru.* The complaint was identical to the complaint filed by Walczyk to initiate case number 2019 L 13922, except that Respondent removed the codefendant KP Law LLC and the second count of that complaint, which alleged a basis. for recovery against the law firm. The clerk of the court assigned the matter case number 2024 L 7469. The Hon. Michael Barrett set the matter for an initial case management hearing on September 11, 2024.

ANSWER: Admits and affirmatively states he could not locate Mr. Kanuru.

364. On or about July 9, 2024, Respondent's paralegal, Melissa Podgorski, contacted Bugaj's daughter and informed her that Respondent had refiled the case and requested a filing fee of$508.25.

ANSWER: Respondent makes no answer to the allegations of paragraph 364 due to a lack of specific knowledge and demands strict proof thereof. Answering further Respondent states he neither admit nor deny the allegations of paragraph 364.

365. After Respondent refiled Bugaj's claim, the ARDC closed its investigation of Bugaj's complaint against Respondent. Bugaj expressed concerns to the ARDC about the possibility of a continuing lack of diligence or lack of communication from Respondent and was informed that she could communicate further concerns with the ARDC should they arise.

ANSWER: Admits as to closing the investigation and makes no answer to what Bugaj may or may not have expressed to ARDC not being part of the conversation and demands strict proof thereof.

366. On September 11, 2024, Respondent did not appear when case number 2024 L 7469 was called, and Judge Barrett dismissed the refiled case for want of prosecution.

ANSWER: Admits and affirmatively states that by the fall of 2024 virtual inviolate walking only with the aid of a walker, sometimes a cane, and more frequently in a wheelchair.

367. After September 11, 2024, Respondent did not inform Bugaj that case number 2024 L 7469 had been dismissed for want of prosecution.

ANSWER: Denies.

368. On October 3, 2024, Bugaj sent a letter to Respondent asking Respondent to inform her of the status of refiled case number 2024 L 7469 against Kanuru and providing Respondent with a check payable to Respondent in the amount of $508.25, in reimbursement of the filing fee

Respondent had paid on her behalf when he refiled her claim.

ANSWER: Admits.

369. On January 15, 2025, Bugaj's daughter, Arletta Kubik, sent an email to Respondent stating that on October 10, 2024, Respondent had negotiated Bugaj's check for $508.25 but that Respondent had not replied to Bugaj's October 3, 2024, request for information, or communicated with Bugaj about her matter for more than three months.

ANSWER: Admits.

370. Respondent did not reply to Kubik's email, and on January 27, 2025, Bugaj sent a written request to the ARDC asking that it reopen the investigation related to her previous complaint concerning Respondent. Counsel for the Administrator reviewed the court record relating to Bugaj's refiled matter and learned that case number 2024 L 7469 had been dismissed for want of prosecution on September 11, 2024. Counsel for the Administrator reopened the investigation and informed Bugaj that her refiled case had been dismissed. By letter dated March 10, 2025, to counsel for Respondent, counsel for the Administrator asked Respondent to address the September 11, 2024, dismissal of case number 2024 L 7469 for want of prosecution and Bugaj's complaint that Respondent had not communicated with her. Respondent did not provide a written response to counsel for the Administrator's March 10, 2025, letter asking that he address Bugaj's new charges.

ANSWER: Admits that a letter was sent to ARDC but answering further states the letter was drafted and sent by Arletta Kubik to ARDC and not by the complainant.

371. On April 11, 2025, Respondent filed a motion to vacate Judge Barrett's September 11, 2024, order in case number 2024 L 7469, citing health issues he had in the fall of 2024 and stating that he "did not return to work full-time until mid-end January 2025." The motion was scheduled to be heard on April 21, 2025. Respondent did not inform Bugaj that he had filed the motion,

ANSWER: Admits and answering further states that at the time of filing the aforesaid motion Respondent was in error when he returned to work on a full time basis.

372. On April 21, 2025, Respondent did not appear at the case management hearing in case number 2024 L 7469, and on that date, the Judge Barrett struck the matter from the motion call and reset the matter for July 14, 2025.

ANSWER: Admits and affirmatively states that Respondent could not following ARDC action to reopening the investigation could not continue to represent Bugaj due to the involvement of Bugaj's daughter.

373. By letter dated May 30, 2025, counsel for the Administrator asked Respondent to produce his file relating to his representation of Bugaj.

ANSWER: Admits.

374. As of June 30, 2025, Bugaj had not received any communication from Respondent or his staff since Respondent's paralegal had requested the filing fee to refile her case. On June 30, 2025, Bugaj filed a *pro se* motion to reopen case number 2024 L 7469, citing the apparent abandonment of her matter by Respondent. Bugaj's motion was scheduled to be heard on August 14, 2025.

ANSWER: Admits.

375. On July 14, 2025, Respondent did not appear at Judge Barrett's motion call when case number 2024 L 7469 was called relating to his motion to vacate Judge Barrett's order, referenced above, and in Respondent's absence Judge Barrett again struck the matter from his call.

ANSWER: Admits.

376. On August 4, 2025, Respondent produced a copy of his file to the ARDC. As of August 26, 2025, the date Panel C of the Inquiry Panel voted to file a complaint against Respondent in this matter, Respondent had not submitted any written response to Bugaj's January 27, 2025, communication to the ARDC, communicated further with Bugaj, taken any further action on her behalf to pursue her claims against Kanuru, or filed a motion to withdraw his representation of her in case number 2024 L 7469.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in representing a client, by·conduct including failing to take any action in Bugaj's refiled case number 2024 L 7469 against Kanuru prior to the case's dismissal for want of prosecution, or relating to Respondent's motion to vacate that dismissal order, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to inform Bugaj that he had voluntarily dismissed case number 2019 L 13922 and that the refiled matter, case number 2024 L 7469, had been dismissed for want of prosecution on September I I, 2024, in violation of Rule I.4(a)(3) of the Illin'ois Rules of Professional Conduct (2010);

c. failing to promptly comply with reasonable requests for

information, by conduct including failing to respond to Bugaj's October 3, 2024, letter requesting information regarding the status of her refiled claim, in violation of Rule I.4(a)(4) of the Illinois Rules of Professional Conduct (20IO); and

d. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC a written response to Bugaj's January 27, 2025, communication, in violation of Rule 8.I(b) of the Illinois Rules of Professional Conduct.

ANSWER: Denies paragraph 378 and each of the subparagraphs of paragraph 378 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XVII

(Lack of Diligence and Failure to Refund Unearned Fees in the Family Dispute Matter of David Brzica)

378. On August 10, 2024, Respondent and David Brzica agreed that Respondent would represent Brzica in a civil dispute with two family members relating to a family business. Brzica and Respondent agreed that Brzica would pay Respondent an advance payment retainer in the amount of $10,000. On that same date, Brzica made two payments to Respondent via PayPal, the first in the amount of $4,500, and the second in the amount of $5,500.

ANSWER: Admits and answering further states the dispute was only with the Complainants sister and not with the Complainants mother who is mentally incompetent.

379. On August 5, 2024, one of Brzica's family members obtained an emergency order of protection against him, which was served on Brzica on August 11, 2024. Brzica informed Respondent of the order of protection, and Itespondent requested an additional fee of $5,500, telling Brzica that the order of protection case would complicate the case involving the family business dispute. Respondent also told Brzica that he did not handle the defense of requests for orders of protection, and he referred Brzica to attorney Albert Wysocki to defend Brzica in the order of protection case. On September 5, 2024, Brzica paid Respondent an additional $5,500 in cash and received a written receipt from a member of Respondent's staff.

ANSWER: Enter and admits he referred the matter to a Criminal Defense Attorney

380. Between August 12, 2024, and November 7, 2024, Brzica attempted to reach Respondent by telephone on multiple occasions to ask what action Respondent had taken on

Brzica's behalf relating to the dispute over the family business. Respondent variously told Brzica: that Respondent was suffering from a back injury; that Respondent was out of town; that Respondent's assistant had been out of town; that Respondent's assistant had "quit" or "been fired"; and on four occasions, that Respondent was planning to file a complaint on Brzica' s behalf the following week. Beginning in October 2024, Brzica had increasing difficulty in reaching Respondent.

ANSWER: Admits to conversations with Brzica. Denies the characterization that Brzica "attempted to reach Respondent" and admits to telling Brizica not that he was suffering from a back injury but that he was either at his physicians or incapacitated in bed and barely able to walk and only with the use of a walker, cane, and wheelchair at no time did Respondent ever tell Brzica that his assistant or paralegal had quit or been fired.

381. On November 7, 2024, Brzica called Respondent from a telephone number that would be unknown to Respondent, and Respondent answered the call. At that time, Respondent told Brzica that he would be on videoconference court calls from 9:00 to 11:00 that morning, but that he would call Brzica that afternoon. Respondent never called Brzica following that conversation.

ANSWER: Denies that Brzica's phone number was unknown to Respondent and answering further states that Respondent answered all of his phone calls on a regular basis unless he was in court and had previously routinely answered phone calls for Brizica. Answering further on November 7, 2024 Brzica's claim was still valid and enforceable although complicated by the factors involved in the order of protection as Brzica had by then suffered the imposition of a 2 year plenary order of protection and that court had found that Brzica intentionally knocked his elderly mother to the floor rendering her unconscious and removable by ambulance to an emergency room where she was photographed on a gurney unconscious and injured due to Brzica's physical attack upon her. Answering further your Respondent states that this information dramatically affected Brizica's civil dispute with his sister who had been attempting to oust Brzica from the family business due to his aggressive and hostile relationship not only with his sister but his mother as well.

382. On November 17, 2024, Brzica filed a request for investigation of Respondent with the ARDC. On March 6, 2025, counsel for Respondent responded to Brzica's complaint by asserting that Brzica had been represented in the order of protection matter by another lawyer. Counsel for Respondent stated, "We understand that the case was tried, and the Complainant lost. After losing the Order of Protection case, the underlying claim of undue influence of [Brzica's relatives] was destroyed."

ANSWER: Admits and answering further states that Respondent so informed Brzica of the

seriousness of the order of protection.

383. By letter dated May 30, 2025, counsel for the Administrator asked Respondent to provide an itemized fee statement to account for the services Respondent claimed to have provided to Brzica, as well as a copy of his file relating to his representation ofBrzica, "including any notes, copies of relevant caselaw or statutes, other research materials, or memoranda of any research or his legal conclusions and other work product."

ANSWER: Admits.

384. On June 25, 2025, counsel for Respondent provided an itemized statement of the purported legal services Respondent claimed to have provided to Brzica in the approximately four weeks between August 10, 2024, and September 12, 2024. Respondent's purported legal services, which were primarily related to Respondent's review of the file materials Brzica had provided to him, totaled 7.75 hours and had a purported value of $3,100. Respondent did not explain why he did not refund any unearned fees to Brzica, despite Brzica having paid him a $15,500 retainer and Respondent's recreated account statement having described purported services totaling only $3,100.

ANSWER: Admits that an itemized statement actual legal services were provided to council for the administrator however, the aforesaid itemized list of services was prepared by councils paralegal Melissa Podgorski without input from Respondent who was having cognitive difficulties at the time as later diagnosed and did not include all the time spent by Brzica. Further on more than one occasion Respondent told Brzica even following his complaint that he was still willing to represent Brzica and do what he could. Answering further Respondent states the fees were taken from the family business and not from Brzica personally and at least one check bounced that Brzica had furnished which accounts for the payment of the claimed $5,500 as a third payment but was in actuality was making good on the bad check furnished.

385. On August 4, 2025, Respondent produced a file consisting of 620 pages, which were solely documents produced to Respondent from Brzica, from attorney Wysocki, or from other third parties at Brzica's request, with the exception of the fee agreement Respondent had prepared. Respondent's file did not contain any documents prepared by Respondent or correspondence from Respondent to Brzica or to anyone else, nor did the file contain any work product such as research memoranda or notes of Respondent's review of Brzica's file materials. During Respondent's representation of Brzica, he did not file a complaint relating to the business dispute, conduct any investigation apait from concluding that the resolution of the criminal case made recovery impossible in a possible case regarding the business dispute, or contact anyone on the other side of the dispute, make a settlement demand, or negotiate or consider an offer to settle the matter.

ANSWER: Admits to the production of the file to ARDC. Denies the conclusions as contained

in paragraph 385 and affirmatively states that no answer is required to a conclusion. Answering further Respondent denies ARDCs characterization of the services and affirmatively states that he did much more including a field investigation and trips to the bank handling the family business in an attempt to determine how Brzica's name could have been removed from the accounts and to discuss the stopping payment of a check issued by Brzica to Respondent.

386. The services Respondent provided Brzica, if any, do not justify his retention of the entire $15,500 fee payment.

ANSWER: Denies the allegations and denies ever receiving an additional $5.500. Answering further council believes that so called third payment was actually reimbursement for the bounced (payment stopped) check given to Respondent previously and answering further states the allegations of the complainant relating to that check herein are indicative of Brzica's deceitful character and desire to punish Respondent due to Brzica's own behavior in beating his mother and throwing her to the floor.

387. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Panel voted to file a complaint in this matter, Respondent had not refunded any portion of the $15,500 in fees that Brzica had paid to him.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to initiate a civil action on behalf of Brzica or otherwise investigate or attempt to resolve his claims, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (20 IO);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to Brzica's repeated requests for information regarding the status of his claim, in violation of Rule l.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and

c. failing to refund an unearned fee, by conduct including failing to return any portion of the $15,500 fee that Respondent received from Brzica, in violation of Rule l.16(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denies paragraph 389 and each of the subparagraphs of paragraph 389 and

answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XVIII

(Lack of Diligence and Failure to Refund Unearned Fees in the Legal Malpractice .Matter of John O'Hara)

389. On December 11, 2023, the Hon. Jeffrey Altman entered a judgment for dissolution of marriage and a marital settlement agreement in the matter then pending in the Circuit Court of McHenry County as case number 2020 D 898, entitled *Anne O'Hara v. John A. 0 'Hara.*

ANSWER: Admits.

390. On January 11, 2024, attorney Michael Doyen, who had represented John O'Hara in case number 2020 D 898, filed a petition, for attorney's fees for legal services that he had provided to John O'Hara between November 4, 2020, and February 28, 2022, which described his total fees in the amount of $18,761.42 and an unpaid balance of fees due from O'Hara to Doyen in the amount of $8,860. Doyen's petition did not include an itemization of the legal services he provided on behalf of O'Hara.

ANSWER: Admits answering further states that O'Hara had no basis not to pay Doyen other than he did not wish to pay his attorney.

391. On February 15, 2024, attorney Jeannie Ridings, who was then representing O'Hara in case number 2020 D 898, filed an answer to Doyen's petition for fees and costs, acknowledging that O'Hara had paid $9,901.42 in fees, but asserting that O'Hara did not have knowledge regarding any claimed outstanding balance or have in his possession specific fee statements in support of Doyen's claims for additional fees, and arguing that Doyen had not provided those statements in support of his petition. Ridings included with her response an affirmative defense alleging that Doyen's handling of O'Hara's dissolution of marriage case had been detrimental to O'I-Iara's legal position and led to an increase in the time and costs necessary to resolve the case. The issue of Doyen's fee petition in case 2020 D 898 was set to be heard on April 17, 2024.

ANSWER: Admits to the filing of the answer and states the allegations of the answer speak for themselves.

392. On February 20, 2024, Respondent and O'Hara met to discuss Doyen's petition for fees based on his representation of O'Hara in the dissolution of marriage case, and Respondent advised O'Hara to consider a malpractice action against Doyen, because such a claim would serve as a counterclaim to the fee petition. Respondent and O'Hara agreed that Respondent would file a legal malpractice complaint against Doyen and that Respondent would accept a contingency fee

providing him one-third of any recovery he obtained on behalf of O'Hara. O'Hara also agreed to pay a $10,000 retainer that was "to be subtracted from the final fees due." The fee agreement also provided that O'Hara would be responsible for the payment of any costs associated with his claim. On that same date, O'Hara paid Respondent $10,000 via credit card as Respondent's requested retainer.

ANSWER: Admits to the preparation and execution of a retainer agreement and states the retainer agreement speaks for itself in its entirety answering further Respondent states that he allowed complainant by a credit card and that Respondent did not charge 3% service charge absorbing that charge himself.

393. On April 17, 2024, Doyen appeared in person and Respondent appeared by videoconference for the hearing on Doyen's fee petition in case number 2020 DV 898 before the Hon. Robert J. Zalud. Respondent filed his appearance on behalf of O'Hara and a motion to continue the hearing date to May 31, 2024, to allow Respondent time "to learn and research file." Judge Zalud allowed Respondent's motion for a continuance over Doyen's objection, on the condition that Respondent or O'Hara compe;1sate Doyen for the time he spent at the April 17, 2024, hearing.

ANSWER: Admits.

394. On May 31, 2024, Respondent appeared for the status hearing in case number 2020 DV 898, at which time Judge Zalud scheduled a hearing on Doyen's fee petition for July 25, 2024.

ANSWER: Admits.

395. On July 25, 2024, Respondent filed a motion for substitution of judge as a matter of right in case number 2020 DV 898. By order on that same date, Chief Judge Michael J. Chmiel granted Respondent's motion and reset case number 2020 DV 898 to August 16, 2024, before the Hon. Jennifer L. Johnson.

ANSWER: Admits.

396. On August 19, 2024, Judge Johnson entered an order prepared by Respondent allowing Respondent 21 days, or until September 6, 2024, to file a pleading responsive to Doyen's fee petition and rescheduling the hearing in case number 2020 DV 898 to September 9, 2024.

ANSWER: Admits.

397. On September 9, 2024, Respondent did not appear when case number 2020 DV 898 was called for hearing, but he notified the court that he had "experienced a health emergency on September 8, 2024." In her order on that date, Judge Johnson noted that Respondent had not filed a pleading responsive to Doyen's fee petition by her deadline of September 6, 2024, and rescheduled the hearing to October 22, 2024, stating that "both attorneys must be present at the status conference." A copy of the court's order was sent by mail to Respondent at his office

address by the clerk of the court and was received by Respondent shortly thereafter.

ANSWER: Admits and answering further states that he had regular health emergencies throughout the fall of 2024 and in fact even during the summer of 2024 resulting ultimately in a spinal fusion of 3 vertebrae and the reshaping of 4 more vertebrae during a 7 hour surgical proceeding on December 27, 2024.

398. By email on October 18, 2024, O'Hara told Respondent, "On the last court date the new court date for the fee petition was set for 10/22/24 at 10:00 a.m. I' II defer to you but I seem to recall you saying we needed to have our malpractice action filed before the fee petition hearing."

ANSWER: Admits to the e-mail sent on October 18, 2024 and answering further states ideally the fee petition would be filed as quickly as possible by a malpractice action but inevitably that often fails to happen.

399. On October 22, 2024, Respondent, O'Hara, and Doyen appeared before Judge Johnson for the hearing on Doyen's petition for attorney's fees in case number 2020 DV 898. During the hearing, Respondent was not prepared and was unable to identify defects in Doyen's fee petition, and Judge Johnson rescheduled the matter to November 8, 2024, via videoconference.

ANSWER: Admits and suggests at that time Respondent was taking substantial pain medication.

400. On October 22, 2024, following the hearing, O'Hara called Respondent to discuss the status of Doyen's fee petition against him and the contemplated legal malpractice case against Doyen. Respondent told O'Hara that he could not talk then but would call him later.

ANSWER: Denies due to a lack of knowledge and demands strict proof thereof.

401. As of November 8, 2024, Respondent had not called O'Hara. On November 8, 2024, a hearing was held via videoconference in case number 2020 DV 898 before Judge Johnson. O'Hara and Doyen appeared, but Respondent did not appear. O'Hara objected to Doyen's failure to attach the exhibit referenced in his fee petition. In her order on that date, Judge Johnson noted Doyen's failure to include his fee agreement with O'Hara as an exhibit to the fee petition and stated that, as a result, she was unable to move forward with the petition. Judge Johnson rescheduled the matter for December 9, 2024, and ordered "all counsel to appear."

ANSWER: Denies the allegations of paragraph 401 and answering further states that Respondent was present and did conduct the hearing on the fee petition no objections were made by O'Hara and the court took the matter under advisement and later ruled dismissing the petition as a fee agreement was not attached.

402. On November 8, 2024, following the hearing, O'Hara sent an email to Respondent stating, "When I last called (10/22/24), you said you would call me back and never did. I had another court date today, which you missed. This is the second court date which you did not show

up for and I was called on by the judge to explain your absence. This time I offered no explanation ... When you were retained, our plan was for the malpractice counter complaint to be filed in short order however, it still has not happened."

ANSWER: Admits to the transmittal of a e-mail and its contents therein.

403. As of November 18, 2024, Respondent had not responded to O'Hara's November 8, 2024, email. On November 18, 2024, O'Hara filed a *prose* appearance, a motion to discharge Respondent as his counsel, and a motion for leave to file a counterclaim against Doyen in case number 2020 DV 898. O'Hara provided notice of these filings to Respondent. In his motion for discharge, O'Hara alleged that Respondent had been unresponsive to his attempts to communicate with him, had twice failed to appear in court, and had failed to file a counterclaim or other pleading on O'Hara's behalf. O'Hara also sought an order from the court directing Respondent to refund his retainer fee to O'Hara. O'Hara scheduled his motion to be heard on December 9, 2024, by videoconference.

ANSWER: Admits that O'Hara filed a Pro Se appearance and a motion all of which were prepared by his daughter a practicing attorney as a ghost writer for O'Hara. Respondent denies the remaining allegations and states the motions and other pleading filed by O'Hara speak for themselves. Answering further by this time the court had ruled on the fee petition dismissing it due to format errors.

404. On December 9, 2024, Respondent did not appear when the hearing was called. Doyen appeared and suggested to Judge Johnson that she could still grant his fee petition even though he had not attached his fee agreement with O'Hara to the petition. Judge Johnson declined to grant the fee petition and rescheduled all pending petitions and motions in case 2020 DV 898 to be heard on December 30, 2024. Judge Johnson further ordered that "both attorneys must be present at the Status Conference" and "all counsel must appear in person or by [videoconference]." The clerk of the court sent a copy of the December 9, 2024, order to Respondent by mail and by email, and Respondent received those copies shortly after they were sent.

ANSWER: Respondent neither admits nor denies the allegations of paragraph 404 as he was not present to hear what Doyen stated. However, answering further Respondent states that the court had already indicated the petition was being denied.

405. On December 24, 2024, O'Hara filed *prose* a motion to dismiss or strike Doyen's petition for attorney's fees on the basis that Doyen had not filed the fee agreement necessary to support his fee petition. O'Hara scheduled that motion to be heard on December 30, 2024, and provided notice of his motion to both Doyen and Respondent.

ANSWER: Respondent neither admits nor denies the allegations of paragraph 405 as the documents filed were filed by O'Hara having been drafted by his daughter who had ghost

written them and Respondent was not consulted nor did he see the aforesaid pleading as his representation had been previously terminated.

406. On December 30, 2024, Respondent did not appear when case number 2020 DV 898 was called. In her order on that same date, Judge Johnson denied Doyen's petition for attorney's fees.

ANSWER: Admits.

407. By letter dated December 31, 2024, sent by mail and by email to Respondent, O'Hara discussed Respondent's failure to appear in court on four occasions, twice after being specifically ordered by Judge Johnson to be present, his failure to file or draft a malpractice complaint or any other pleading on O'Hara's behalf, and his failure to return O'Hara's calls or reply to his emails, and asked for a refund of his $10,000 retainer fee.

ANSWER: Admits that a letter was sent and answering further states the letter speaks for itself.

408. By email on December 31, 2024, Respondent responded to O'Hara that he was in the hospital but would "fix this as soon as I get my health under control just give me some time."

ANSWER: Admits to issuing the e-mail and affirmatively states that at the time he was hospitalized and was hospitalized from December 26, 2024 until approximately January 4, 2025.

409. By email to Respondent dated January 10, 2025, O'Hara stated:

> It has been over a week since you received my letter (dated 31 December 2024) directing your withdrawal and return of retainer. At the time you received my letter you responded that you intended to "fix it". I am not sure what you mean by that but you have done nothing since then. In being forced to represent myself on the Doyen fee petition, the result was for Judge Johnson to deny Doyen's fee petition so, that matter is closed. In filing a malpractice complaint against Doyen, which is what you were retained to do, it has been almost a year since you were retained and no complaint (or any other pleading) has been filed so there is no reason to believe that one will be. For all of the aforementioned reasons as well as your own professional ethical requirements: withdraw from the case and return my retainer immediately.

ANSWER: Admits to the e-mail dated January 10, 2025 and answering further states the e-mail in its entirety speaks for itself. Answering further states Respondent states that O'Hara through his daughter's good offices had already terminated Respondent's services and never reinstated them.

410. As of February 10, 2025, Respondent had not replied to O'Hara, and on that date,

O'Hara submitted a request for investigation of Respondent to the ARDC.

ANSWER: Admits to never replying to O'Hara and makes no answer to what O'Hara did or did not due regarding ARDC.

411. By letter dated February 11, 2025, counsel for the Administrator asked Respondent to respond to the request for investigation filed by O'Hara and to include an itemized statement of services that Respondent claimed to have provided to O'Hara.

ANSWER: Admits.

412. On May 6, 2025, counsel for Respondent provided a response to O'Hara's request for investigation in which he argued that the dismissal of Doyen's fee petition was based on Respondent's appearance and argument before the court, and that Respondent "remains willing to continue representing Mr. O'Hara in connection with a legal malpractice claim." Neither counsel for Respondent nor Respondent provided an itemized fee statement with the response.

ANSWER: Admits.

413. Respondent did not provide sufficient services to O'Hara to justify his continued retention of the $10,000 retainer paid to him.

ANSWER: Denies and affirmatively states that the retained was well earned.

414. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Board voted to file a complaint against Respondent in this matter, Respondent has not submitted an itemization of his services to O'Hara or refunded of any portion of the $10,000 retainer paid to him by O'Hara.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in representing a client, by cond11ct including failing to timely file a malpractice complaint on behalf of O'Hara, and repeatedly failing to appear in court despite court orders directing that he do so, in violation of Rule I .3 of the Illinois Rules of Professional Conduct (20IO);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to O'Hara's repeated requests for information regarding the status of his claim, in violation of Rule l.4(a)(3) of the Illinois Rules of Professional Conduct (2010);

c. failing to promptly comply • with reasonable requests for information, by conduct including failing to respond to O'Hara's

requests for information regarding the status of his claim and failing to return O'Hara's telephone calls, in violation of Rule l.4(a)(4) of the Illinois Rules of Professional Conduct (2010);

d. failing to refund an unearned fee, by conduct including failing to return any portion of the $10,000 fee that Respondent received from O'Hara, in violation of Rule l.16(d) of the Illinois Rules of Professional Conduct (20 IO); and

e. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC an itemized fee statement setting forth his services to O'Hara, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct.

ANSWER: Denies paragraph 416 and each of the subparagraphs of paragraph 416 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XIX

(Lack of Diligence in the Domestic Matter of Zachary Loth)

416. On December 17, 2023, Zachary Loth and Respondent agreed that Respondent would represent Loth in seeking the modification of a temporary order of financial support that had been entered by the Circuit Comi of Lake County on August 14, 2023, after a hearing based on statutory guidelines, in a parentage matter, Loth also asked Respondent to initiate a partition action against his children's mother in connection with the sale of the townhome he and the woman owned. Respondent and Loth agreed that Respondent would be paid for his services on an hourly basis and that Loth would pay Respondent a $5,000 retainer towards his anticipated legal fees. On that same date, Loth paid Respondent $2,575 by credit card to begin working on the parentage and partition matters. Respondent did not reduce his fee agreement with Loth to writing.

ANSWER: Admits and answering further states that Loth also was being threatened with Contempt of Court for nonpayment which Loth expected Respondent to handle and to negotiate a revised allocation judgment relating to issues of visitation and custody.

417. After December 17, 2023, Zachary Loth made additional fee payments to Respondent totaling $3,675.

ANSWER: Admits.

418. On January 8, 2024, Respondent filed his appearance on behalf of Loth in the

parentage case.

ANSWER: Admits.

419. Between January 8, 2024, and June 28, 2024, Respondent filed parenting class certificates on behalf of Loth in the parentage matter and appeared in court via videoconference for monthly status reports by the court-appointed guardian *ad !item,* but he did not file anything seeking to reduce Loth's child support obligation or conduct any discovery relating to that issue.

ANSWER: Admits and answering further states the court file speaks for itself. Respondent dies not conducting any Discovery.

420. On June 15, 2024, Loth's employment was involuntarily terminated. Loth asked Respondent to petition the court for a reduction in his child support payments, the amount of which had been determined by the court in an August 14, 2023, order that Loth pay temporary support.

ANSWER: Admits that Loth claimed his employment was involuntarily terminated. However, answering further Respondent states Loth was employed by his cousin and arranged the claimed termination during this same period of time Loth was able to continue supporting his new wife and yet another child he had had.

421. On June 28, 2024, with Respondent's agreement, the Hon. Stephen M. DeRue entered an allocation judgment and agreed order in the parentage matter designating parental responsibilities and a parenting plan, eliminating the "temporary" designation of the child support payments in the court's August 14, 2023, order, and providing that those child support payments were to continue, with a catchup payment from Loth to the children's mother in the amount of $1,528.68. Respondent did not explain to Loth that he intended to agree or had agreed to make permanent the temporary child support payments originally ordered by the court on August 14, 2023.

ANSWER: Respondent admits an allocation judgment and a agreed order was entered on June 18, 2024 with Respondent’s agreement answering further Respondent states Loth also agreed to the entry of the aforesaid judgment and agreed order which had negotiated between Respondent and his opponent over a long period of time consisting of discussions and one in person meeting in conference with Guardian Ad Litem in this matter. Answering further Respondent states that agreement and the agreed order as well as the allocation judgment were reviewed with Loth on more than one occasion prior to entry and answering further Respondent encouraged Loth to appear on June 18, 2024 and Loth chose not to do so.

422. Prior to October 3, 2024, Respondent had taken no action to file a pleading to seek a reduction in child support on behalf of Loth or to initiate a partition action on behalf of Loth in connection with the sale of the townhome.

ANSWER: Admits the allegations of paragraph 422 and answering further states that the

matter was reviewed with Loth and Respondent advised Loth that until he was current in child support no such reduction could be sought or should be sought as Loth habitually failed to pay child support. Answering further, Respondent reviewed with Loth the extraordinary cost of a petition to divide residential real estate including the necessary payment for the commissioners appointed to the partition board and the attorney expenses that those commissions would also incur. Answering further, Respondent states he urged Loth to allow Judge DeRue to divide the real estate and Loth consistently refused to give DeRue the jurisdiction to do so. DeRue lacked jurisdiction without the parties agreement as Loth and his "significant other" were never married.

423. On October 3, 2024, Scott Loth, Zachary Loth's father, met with Respondent to express his concerns about the pace of Respondent's efforts on behalf of Zachary Loth in the parentage case, including that Respondent had not yet filed a pleading seeking to reduce Loth's child support payments based on the changes in his circumstances, as well as Respondent's failure to take any action on behalf of Loth to pursue a partition matter. Respondent asked for additional fees in the amount of$5,000 to initiate the partition matter. On that same date, Loth's father paid Respondent $5,000 in cash and received a handwritten receipt signed by Respondent that said, "partition suit, $5,000-10/3/24 received in cash."

ANSWER: Denies that a meeting was scheduled with Zachary Loth's father on October 3, 2024 to express any concerns. Answering further Respondent states the meeting was scheduled for Zachary Loth to pay a $5,000 payment on Zachary Loth's steadily increasing legal bills at which time Respondent advised Loth's father that he would begin the partition suit following the reduction in fee providing Loth agreed to a partition in the methodology that Respondent wished to use by utilizing the domestic violence court as opposed to an entirely different lawsuit. During this period of time Zachary Loth was repeatedly sending e-mails to Respondent thanking him profusely for the excellent job he has done.

424. After October 3, 2024, Respondent took no action to initiate or advance a partition action on behalf of Loth.

ANSWER: Admits.

425. In December 2024, Loth sent an email to Respondent stating:

> I am writing to address the ongoing situation concerning the reduction of child support and related matters. As of now, I have not received any updates regarding a court date nor does it seem that any progress has been made with the house... I am finding it increasingly difficult to get even the most basic questions answered or to see progress on the petition. Despite having submitted my financials on three separate occasions, it has been nearly a year without resolution....Given your

current circumstances I believe that providing the level of representation required for these matters may no longer be feasible. Furthermore. I understand that you and my father had previously agreed on the house matter after he provided $5,000.00 to move forward. Respectfully. I am requesting that the retainer be returned so I may seek alternative representation to address these issues.

ANSWER: Admits that an e-mail was sent in December 2024 as numerous other e-mails sent congratulating Respondet on the work he had done. Admits to not returning any sum of money to Loth or his father and answering further states that even with the payment of the last $5,000 Loth was still substantially in debt to Respondent for all of the work done in this matter which far exceeded the Complainants position the Respondent had done nothing answering further states that Loth's father appeared personally in Respondent's office without invitation at or prior to 9:00am on January 27, 2025 some 30 days following a major surgery which Respondent had suffered. At that time Respondent was only in the office on a very limited basis due to his recovery, the pain he was in, and the pain medication he was taking. Answering further Respondent states that at that time Loth's father invaded the person space that Respondent was standing in and physically attacked Respondent at a time when Respondent could not defend himself, throwing Respondent to the floor striking his head and stunning him and was preparing to stomp on him when Respondent's paralegal intervened screaming at Loth's father, pushing him away, and calling the police. Respondent was subsequently transported by ambulance to the hospital and both police and paramedic reports were made. Respondent is unaware as to whether Loth's father was prosecuted but is inquiring.

426. As of January 27, 2025, Respondent had not communicated with either Loth or his father, nor had Respondent refunded to Loth's father the $5,000 retainer he had paid to Respondent to initiate the partition action. On January 27, 2025, Loth's father personally appeared in Respondent's office to ask that the $5,000 he had paid to Respondent in October be refunded. Respondent refused to return any money.

ANSWER: Denied.

427. Because Respondent took no action concerning the partition matter, he did not earn the $5,000 paid to him by Loth's father for the partition action.

ANSWER: Denied.

428. On February 18, 2025, having received no refund or further communication from Respondent, Loth and his father submitted a request for investigation of Respondent to the ARDC.

ANSWER: Admits that a complaint was filed and answering further states Loth contacted prior to February 18, 2025 Respondent's office and accused him of attacking his father at a time when Respondent could barely walk.

429. By letter dated February 19, 2025, counsel for the Administrator asked Respondent to respond to the request for investigation submitted by Loth and his father, and to include an itemized statement of services that he claimed to have provided on behalf of Loth.

ANSWER: Admits.

430. Prior to February 20, 2025, Loth hired new counsel to represent him in the parentage case. On February 20, 2025, Loth's counsel filed a motion to modify the temporary child support obligation based on Lath's change of employment in June 2024. On May 12, 2025, Lath's subsequent counsel also filed a petition to partition the ownership of the townhome.

ANSWER: Respondent makes no answer to paragraph 430 due to a lack of knowledge and demands stick proof thereof.

431. By letter dated May 30, 2025, to counsel for Respondent, counsel for the Administrator reminded counsel for Respondent that Respondent had not responded to the request for investigation submitted by Loth and his father or provided an itemization of Respondent's claimed services. Counsel for the Administrator requested that Respondent produce a copy of Respondent's complete file relating to his representation of Loth, including any notes, copies of relevant caselaw or statutes, other research materials or memoranda of any research or his legal conclusions, and other work product. On August 6, 2025, Respondent produced his client file for Loth. That file did not contain the requested work product of Respondent, if any, related to his representation of Loth.

ANSWER: Admits.

432. Respondent never returned the $5,000 paid by Loth's father to handle the partition matter, and Respondent did not provide sufficient services in pursuit of the partition action to justify the $5,000 retainer paid to him by Loth's father specifically for that purpose.

ANSWER: Admits and affirmatively states that Respondent provided far more services than Complainant admits to and further states that the $5,000 was payment on account.

433. As of August 26, 2025, the date that a complaint was voted by Panel C of the ARDC Inquiry Board in this matter, Respondent had not submitted a response to counsel for the Administrator's request that he respond to the request for investigation submitted by Loth and his father or provide an itemized statement of services that he claimed to have provided on behalf of Loth.

ANSWER: Admits.

434. By reason of the conduct outlined above, Respondent has engaged in the following

misconduct:

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to initiate a partition action or to seek a reduction of child support for Loth,in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (20 IO);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to Loth's requests for information regarding the status of his parentage or partition matters, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (20IO);

c. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to Loth's requests for information regarding the status of his partition claim and failing to return the telephone calls of Loth and his father, in violation of Rule I .4(a)(4) of the Illinois Rules of Professional Conduct (20 IO);

d. failing to refund an unearned fee, by conduct including failing to return any portion of the $5,000 fee that Respondent received from Loth's father to handle Loth's partition matter, in violation of Rule I .16(d) of the Illinois Rules of Professional Conduct (20 IO); and,

e. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC a written response to the requests for investigation submitted by Loth and his father or an itemized statement of his services to account for the fees paid to him by Loth and his father, in violation of Rule 8.l(b) of the Illinois Rules of Professional Conduct.

ANSWER: Denies paragraph 434 and each of the subparagraphs of paragraph 434 and answering further states that at all times Respondent's complied with the Standard of Care and Rules of Professional Conduct.

COUNT XX

(Lack of Diligence and Failure to Refund Unearned Fees in the Legal Malpractice

Matter of Andrej Lobrow and Slavonic Craft LLC)

435. On March 8, 2024, Respondent and Andrzej Lobrow, the owner of a company known as Slavonic Craft LLC, agreed that Respondent would file a legal malpractice complaint against Slavonic Craft LLC's former attorneys relating to their handling of certain business matters. Lobrow and Respondent agreed that Respondent would accept a contingency fee providing him one-third of any recovery he obtained on behalf of Lobrow and that Lobrow would pay a$ I 0,000 retainer "to be applied against actual legal services performed for CLIENT and any unused portion shall be refunded to CLIENT." (Emphasis in original.) The fee agreement also provided that Lobrow would be responsible for the payment of any costs associated with his claim, but that "the Gooch firm will advance costs from the retainer with the exception of Expert Witness **fees."**

ANSWER: Admits to the allegations of paragraph 435 and answering further states the written retainer agreement in possession of the administrator speaks for itself.

436. On March 25, 2024, Lobrow gave Respondent a check in the amount of$10,000 as Respondent's requested retainer.

ANSWER: Admits.

437. On July 9, 2024, Lobrow telephoned Respondent's office and spoke to Respondent, who told Lobrow that he was "working hard at" drafting a complaint and that the draft was "almost ready."

ANSWER: Neither admits nor denies the allegations of paragraph 437 due to a lack of knowledge and demands strict proof thereof.

438. On July 10, 2024, Lobrow telephoned Respondent's office and spoke to Respondent, who told Lobrow that the complaint draft "will be [ready] this week for sure."

ANSWER: Neither admits nor denies the allegations of paragraph 438 due to a lack of knowledge and demands strict proof thereof. Answering further Respondent states that the claimed date of July 10, 2024, apparently conflicts with the claimed statements of July 9, 2024 as contained in paragraph 437.

439. Prior to July 26, 2024, Lobrow telephoned Respondent's office and was informed that Respondent was ill and could not respond to Lobrow. Lobrow asked a member of Respondent's staff to send him whatever complaint or other documents Respondent had drafted on behalf of his company.

ANSWER: Denies.

440. By email on July 26, 2026, Lobrow sent Respondent a message requesting information about the status of his company's claims and expressing doubts about the assertion

from Respondent's staff that Respondent was ill.

ANSWER: Denies an e-mail was sent on July 26, 2026. Answering further Respondent states his assumption that the e-mail reference was set on July 26, 2024 and answering further states this e-mail is an example of the aggressive, abrasive, and threatening attitude shown to Respondent and his staff on a regular basis by Lobrow leading Respondent's staff to begin locking the front door of Respondent's office and screening his repeated phone calls sent along with e-mails.

441. On July 31, 2024, Respondent replied to Lobrow that he expected to be back in the office the following week. Lobrow responded that five months had elapsed without Respondent providing any service on behalf of Slavonic Craft LLC.

ANSWER: Admits and answering further states Respondent informed Lobrow on more than one occasion that he was suffering extraordinary pain due to his back and was virtually inviolate.

442. On August 1, 2024, Lobrow sent an email to Respondent asking him to demonstrate that he had filed a complaint on Slavonic Craft's behalf by August 9, 2024.

ANSWER: Admits to the sending of an e-mail sending of an e-mail on August 1, 2024 answering further states it is indicative of Lobrow's threatening personality.

443. On August 5, 2024, at Respondent's direction, Respondent's paralegal sent an email purporting to be from Respondent to Lobrow stating: "I will follow your orders as I am feeling great again and back to work. It will be completed by your demand of August 9 not a problem." Respondent also stated that Lobrow would have to pay filing fees and possibly pay for a special process server, to which Lobrow replied: "It is my understanding that filing fees were acknowledged upon receipt of the $10,000 advance payment retainer, and I do not foresee the need of a special process server at this time."

ANSWER: Admits.

444. On August 6, 2024, Respondent's paralegal sent Lobrow an email that referred to the fee agreement and stated: "See No. 2 as it explains the fees. First paragraph specifically states, 'plus payment of fees and cost as incurred.'" The paralegal then acknowledged that a process server was not likely to be required for the anticipated case, but that a process server was often a faster and less expensive option than having service handled by the local sheriff.

ANSWER: Respondent makes no answer to paragraph 444 due to lack of specific knowledge as to whether an e-mail was sent. Answering further states that if such an e-mail was acknowledged Respondent's paralegal had to be referring to a special process server and not a "process server."

445. As of September 3, 2024, Respondent had not filed a complaint on behalf of

Lobrow or Slavonic Craft LLC, and had not provided Lobrow with any proof that he had filed a complaint. On September 3, 2024, Lobrow sent Respondent an email stating, "Please prepare for return in full file-Slavonic Craft LLC. I will come to pick up on September 3, 2024, Tuesday before noon." After September 3, 2024, Lobrow called Respondent's office on multiple occasions and was not able to speak to Respondent or a member of Respondent's staff. Lobrow left messages requesting that his file and retainer fee payment be returned to him.

ANSWER: Admits to not having filed a complaint by September 3, 2024, and affirmatively states at this point in time Respondent was unable to walk and in constant pain Respondent was using a walker, cane, or wheelchair for mobility purposes. Answering further Respondent states that the September 3, 2024 e-mail is indicative of Lobrow's treatment of Respondent and Respondent's staff as evidence by a demand for a complete file in the morning along with a demand that the documents be prepared and delivered or are available for delivery on the same day. Answering further Respondent affirmatively states that Lobrow called Respondent's office screaming and cursing at Respondent's staff on a regular basis.

446. On September 11, 2024, by text message from Respondent to Lobrow, Respondent stated, "Give it a rest Andrzej stop acting like a jersey [sic] I've earned that 10 grand twice over reading all your stuff this is a very complicated case, and I had a lot of trouble reading in the beginning. I should have required a $25000 retainer call me a liar or accuse me of fraud again and I'll quit."

ANSWER: Admits to the e-mail and affirmatively states that the text message out of frustration from the abuse being suffered by Respondent at the hands of Lobrow.

447. On September 13, 2024, Lobrow made a report to the Wauconda Police Department alleging that Respondent had defrauded him and engaged in deceptive business practices.

ANSWER: Admits.

448. On November 26, 2024, Officer Thomas Caravia from the Wauconda Police Department communicated with Respondent about Lobrow's complaint, and Respondent told Officer Caravia that he would reach out to Lobrow.

ANSWER: Admits.

449. On December 20, 2024, Respondent sent an email to Lobrow stating, "Hello Andre I heard from the police again. I had previously stated I am still willing to file a legal malpractice case against the attorney who has responsibility for this matter ....If you wish to proceed please schedule an appointment in my office after the first week In January. I am having [a medical procedure] on December 27, 2024 and believe I will be back to work by Jan 7, 2025. I would expect you to conduct yourself as the businessman and Gentleman I know you can be while in my office."

ANSWER: Admits to the content of the e-mail and affirmatively states that Respondent was attempting to make peace with Lobrow on his own behalf and on behalf of Respondent's staff and wanted Lobrow to come to the office in January following his spinal fusion on December 27, 2024, in an attempt to calm Lowbrow down and continue handling the matter. Answering further Respondent states he found it necessary to caution Lobrow regarding his behavior due to the previous behaviors exhibited by Lobrow towards both Respondent and Respondent's staff on a regular basis.

450. On December 21, 2024, in response to Respondent's email, Lobrow replied, "You expect me to be polite and get more $ because you concluded after receiving the File in the case that it was too little, what you took in this having problems understanding the merits of the case. You were in financial trouble that's why you wrote the agreement that is unfair to you. Now you falsely claim that I should behave like a gentleman? No Thomas, if you want me to come to your office to talk to you, it will only be in the presence of a Detective from the Wauconda IL Police Department." Lobrow included a document describing the facts that he believed supported his legal malpractice claim against his previous attorney.

ANSWER: Admits to the replied e-mail on December 21, 2021 by Lowbrow and answering further states it is typical and indicative of Lowbrow's behavior making further representation impossible. Respondent admits that he received a document describing the facts which Lobrow thought supported his legal malpractice claims against previous attorneys. Answering further Respondent states that Respondent only wished to sue the final attorney representing Lobrow if at all which Respondent had determined would be the best case following an exhaustive review of Lowbrow's numerous records delivered in a large boc to Respondent. Answering further Respondent states Lobrow wished every attorney who had ever represented him in the matter sued which Respondent refused to do.

451. On December 21, 2024, Respondent then communicated with Lobow by email, stating, in part, "Please stop. I am prepared to file I want to review the proposed complaint with you fir as t [sic] nothing more then I will file it." Lobrow replied: "Please prepare and send me for review. I will put my signature and next day you will receive it. This way we must communicate," to which Respondent replied, "That will work after I'm back from hospital after holiday."

ANSWER: Admits.

452. As of January 11, 2025, Respondent had not sent a draft complaint to Lobrow for his review. On January 12, 2025, Lobrow referenced their December 21, 2024, email communication and said, in part, "Below is our last exchange of correspondence and to this day I have not received anything from you."

ANSWER: Admits.

453. On January 30, 2025, Lobrow liied a request for investigation of Respondent with theARDC.

ANSWER: Admits.

454. By letters dated April I I, 2025, and May 30, 2025, counsel for the Administrator asked Respondent to respond to Lobrow's request for investigation and to include a copy of his complete file materials, including any notes or other work product reflecting his efforts to review the file materials or research issues related to the claims of Lobrow and Slavonic Craft LLC, as well an itemized statement of services he had purportedly provided to account for the $10,000 retainer, and evidence that Respondent had returned to Lobrow his original documents as requested by Lobrow.

ANSWER: Admits.

455. On August 6, 2025, Respondent delivered a billing statement and a copy of his client file in Lobrow's matter to the ARDC. The billing statement reflected purported services totaling 31.3 hours, which Respondent valued at $12,385, primarily citing Respondent's review of the file materials and his preparation of a draft complaint The billing statement did not reflect a credit for Lobrow's $10,000 retainer. The client file contained two identical draft complaints alleging no facts, dated June 15, 2024, and Augµst 5, 2024, but did not contain any other documents created by Respondent, including any notes relating to his review of Lobrow's file materials or any work product other than the draft complaints, any communications from Respondent to anyone other than Lobrow, or any communication with Lobrow setting forth any conclusions based on Respondent's review of Lobrow's documents. Respondent did not provide a written response to Lobrow's request for investigation.

ANSWER: Admits to the delivery of a billing statement prepared by Respondent's paralegal. Answering further Respondent at the request of ARDC had his paralegal reconstruct the available time to her and the reconstruction does not include numerous additional hours which Respondent had personal knowledge of and which Respondent spent in the representation of Lobrow.

456. The services Respondent provided to Lobrow or Slavonic Craft LLC do not justify Respondent's continued retention of the entire $10,000 fee.

ANSWER: Denies and answering further states that Respondents behavior conformed both to the standard of care opposed upon him by operation of law and complied with the rules of professional conduct.

457. As of August 26, 2025, the date that Panel C of the ARDC Inquiry Board voted to file a complaint against Respondent, Respondent had not submitted any written response to the

allegations set forth in Lobrow's request for investigation, had not taken any action to file a complaint for Lobrow or Slavonic Craft LLC, and had not refunded any portion of the $10,000 retainer fee given to him by Lobrow.

ANSWER: Admits.

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

a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to timely file a malpractice complaint on behalf of Lobrow or Slavonic Craft LLC, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (20 IO);

b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to respond to Lobrow's requests for information regarding the status of his matter or any conclusions regarding the viability of Lobrow's claims, in violation of Rule l.4(a)(3) of the Illinois Rules of Professional Conduct (201O);

c. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, by conduct including failing to provide Lobrow with his conclusions, if any, regarding his professional analysis of Lobrow's potential legal malpractice claim, in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct (2010);

d. failing to refund an unearned fee, by conduct including failing to return any portion of the $10,000 fee that Respondent received from Lobrow, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010);

e. failing to respond to lawful demands for information from a disciplinary authority, by conduct including failing to provide to the ARDC a written response to Lobrow's request for investigation, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct.

Answer: Denies paragraph 458 and each of the subparagraphs of paragraph 458 and answering further states that at all times Respondent's complied with the Standard of Care and

Rules of Professional Conduct.

WHEREFORE, your Respondent, THOMAS W. GOOCH, III, prays this complaint and all of its counts be dismissed with prejudice and Respondent be allowed to go forth.

Respectfully Submitted,

/s/ Thomas W. Gooch, III
Respondent Pro Se

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