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**DECISION FROM DISCIPLINARY REPORTS AND DECISIONS SEARCH**

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

In the Matter of:

JEFFREY JOHN ALEMAN,  
Attorney-Respondent,  
No. 6238869.

Commission No. 2014PR00112

THOMAS GEORGE MACEY,  
Attorney-Respondent,  
No. 6216468.

Commission No. 2014PR00113

FILED - Augut 28, 2014

**COMPLAINT**

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Robert J. Verrando, pursuant to Supreme Court Rule 753(b), complains of Respondent Jeffery John Aleman, who was licensed to practice law in the State of Illinois on April 22, 1997, and Respondent Thomas George Macey, who was licensed to practice law in the State of Illinois on November 4, 1993, and alleges that Respondents have engaged in the following conduct *which subjects them to discipline pursuant to Supreme Court Rule 770*:

**Count I**

*(Misrepresentation and Unauthorized Practice of Law in New Mexico)*

1. In December 2011, Respondents were partners and operated the Chicago law firm of "Macey, Aleman & Searns" ("the law firm"). Respondents' partner, Colorado attorney Jason E. Searns, was not authorized to practice law in Illinois.
2. In December 2011, neither Respondents, nor any other partners or employees of the law firm, had been granted a certificate of admission to the New Mexico bar, or were authorized to practice law in the state of New Mexico.
3. In 2011, New Mexico law, as codified by statute in NMSA 1978 Sec. 26-2-27, prohibited the practice of law in New Mexico by any person who had not been granted a certificate of admission to the New Mexico bar.
4. In 2011, Margarett S. Lovato ("Lovato") resided in a home she had purchased in Santa Fe, New Mexico.
5. In February 2011, Lovato's husband died, and she became unable to make payments required by the mortgage loan on her Santa Fe property, which was held by ING Bank, FSB ("ING").
6. In December 2011, Lovato contacted the law firm, and Respondents, or a law firm employee acting at their direction, agreed to represent Lovato in matters relating to her ING mortgage loan. At that time, Respondents and

Lovato agreed that Respondents would be paid a legal fee of \$2,994, plus \$550 per month for the duration of the representation.

7. In December 2011, Lovato informed Respondents that her legal issues arose from a mortgage involving a home located in New Mexico.

8. In December 2011, Respondents agreed, as part of their representation of Lovato, to provide defense of any "pending or threatened foreclosure action" taken regarding Lovato's home.

9. At no time did either Respondents, or any other member of the law firm, inform Lovato that they were not authorized to practice law in New Mexico.

10. On December 7, 2011, Respondents, or a law firm employee acting at their direction, provided Lovato with an engagement letter and fee agreement which set forth the provisions of Respondents' agreement to represent Lovato, and which identified New Mexico attorney Denise Snyder as a partner in Macey, Adelman & Searns who was licensed to practice law in New Mexico.

11. At no time was Denise Snyder a partner in the law firm, nor was any other partner of the law firm licensed to practice law in New Mexico.

12. Respondents' identification, in the documents described in paragraph 10, above, of Denise Snyder as a partner in the law firm was false, and was intended to deceive Lovato regarding the law firm's ability to competently represent her in New Mexico.

13. Between November 2011 and October 2012, Lovato paid legal fees totaling \$7,395 to the law firm, pursuant to the fee agreement described above.

14. Between November 2011 and October 2012, Respondents, or employees of the law firm acting under Respondents' direction, obtained confidential information and documents from Lovato, and provided Lovato with legal advice regarding her residential mortgage loan obligation.

15. By reason of the conduct described above, Respondents have engaged in the following misconduct:

- a. practicing law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, by holding themselves out as authorized to practice law in New Mexico, by agreeing to represent Lovato in a New Mexico legal matter, and by providing legal advice to Lovato regarding a New Mexico legal matter, in violation of Rule 5.5(a) 1 of the Illinois Rules of Professional Conduct (2010);
- b. making a false or misleading communication about a lawyer or the lawyer's services, by falsely describing Denise Snyder as a partner in Respondents' law firm, in violation of Rule 7.1 of the Illinois Rules of Professional Conduct (2010);
- c. stating or implying that Respondents practiced in a partnership with Denise Snyder when that was not the fact, in violation of Rule 7.5(d) of the Illinois Rules of Professional Conduct (2010); and
- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by falsely stating to Lovato that Respondents had a law firm partner who was authorized to practice law in New Mexico, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

## Count II

*(Neglect and Failure to Promptly Refund Unearned Fees from New Mexico Legal Matter)*

16. The Administrator realleges paragraphs One through 15 of Count I, above.

17. On May 25, 2012, ING filed suit for foreclosure against Lovato in the First Judicial District Court in Santa Fe,

New Mexico. The clerk of the Court docketed the matter and assigned it case number D-101-cv-201201511.

18. On June 4, 2012, Lovato received a summons and a copy of the foreclosure complaint in case number D-101-cv-201201511, and sent them by email to the law firm. The law firm received the message and attachments on that date.

19. On June 4, 2012, law firm employee Donna Deihl, who was not an attorney, sent Lovato an email message acknowledging receipt of the summons and complaint in case number D-101-cv-201201511, stating that Deihl had forwarded the documents into the law firm's system for attorney review, and stating that the law firm's "attorneys will be there to represent you."

20. At no time did Respondents, or any other law firm partner or employee, file an appearance in case number D-101-cv-201201511 on Lovato's behalf, or take any other action on Lovato's behalf in the matter.

21. On October 9, 2012, a judge of the First Judicial District Court entered a judgment of foreclosure on ING's behalf in case number D-101-cv-201201511.

22. Between June 2012 and November 2012, Lovato contacted the law firm by telephone on several occasions for information relating to her matter, and spoke with law firm employees.

23. At no time did Respondents, or anyone else at the law firm, inform Lovato that Respondents had taken no action in her defense in case number D-101-cv-201201511.

24. On November 12, 2012, the clerk of the First Judicial District Court sent Lovato a notice of judicial sale of her Santa Fe home. Lovato received the notice shortly after it was sent.

25. In November 2012, Lovato FAXed a copy of the notice of sale to the law firm. The law firm received the notice of sale shortly after it was sent.

26. At no time after November 12, 2012, did Respondents take any action on Lovato's behalf with regard to the foreclosure judgment in case number D-101-cv-201201511 or the notice of sale.

27. In December 2012, Respondents closed their file relating to Lovato and ceased work on her legal matters.

28. Between December 2011 and December 2012, Respondents did not provide sufficient legal services to Lovato to justify their retention of the \$7,395 in legal fees Lovato had paid the law firm.

29. Respondent made no refund of Lovato's legal fees until June 2013, after Lovato had requested that the Commission investigate Respondents' conduct. At that time, Respondents refunded \$4,000 to Lovato.

30. 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 failing to take action to address the foreclosure filing Lovato had reported to them, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to keep a client reasonably informed about the status of a matter, by failing to inform Lovato that Respondents had taken no action on her behalf in the foreclosure litigation, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failing to comply with reasonable requests for information from a client, by failing to respond to Lovato's telephone requests, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- d. failing to promptly refund any part of a fee paid in advance that has not been earned, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010); and

- e. conduct involving dishonesty, fraud, deceit or misrepresentation, by failing to inform Lovato that Respondents had taken no action on her behalf in case number D-101-cv-201201511, and by retaining, without authority, the unearned portion of the legal fees Lovato had paid to Respondents, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

### Count III

#### *(Misrepresentation and Unauthorized Practice of Law in Georgia)*

31. In April 2012, Respondents were partners and operated the Chicago law firm of "Macey, Aleman & Searns" ("the law firm"). Respondents' third partner, Colorado attorney Jason E. Searns, was not authorized to practice law in Illinois.
32. In January 2012, neither Respondents, nor any other partners or employees of the law firm, were licensed to practice law in the state of Georgia.
33. In 2012, Georgia Code, Section 15-19-51 prohibited the practice of law in that state by any person not duly licensed by the State Bar of Georgia as an attorney at law.
34. In April 2012, Walter Pierce ("Pierce") resided in a home he had purchased in Columbus, Georgia.
35. In April 2012, Pierce became unable to make the payments required by his residential mortgage loan.
36. In April 2012, Pierce contacted the law firm, and Respondents, or a law firm employee acting at their direction, agreed to represent Pierce in matters relating to his residential mortgage loan. At that time, Respondents and Pierce agreed that Respondents would be paid a legal fee of \$1,995, plus \$795 per month for the duration of the representation.
37. In December 2011, Pierce informed Respondents that his legal issues arose from a mortgage involving a home located in Georgia.
38. In April 2012, Respondents agreed, as part of their representation of Pierce, to represent him in any foreclosure action initiated by his mortgage lender or others.
39. At no time did either Respondent, or any other member of the law firm, inform Pierce that they were not authorized to practice law in Georgia.
40. On April 23, 2012, Respondents, or a law firm employee acting at their direction, provided Pierce with an engagement letter and fee agreement which set forth the provisions of Respondents' agreement to represent Pierce, and which identified Georgia attorney Matthew Purcell as a partner in the law firm.
41. At no time was Matthew Purcell a partner in the law firm, nor was any other partner of the law firm licensed to practice law in Georgia.
42. Respondents' identification, in the documents described in paragraph 40, above, of Matthew Purcell as a partner in the law firm was false, and was intended to deceive Pierce regarding the law firm's ability to competently represent him in Georgia.
43. Between April 2012 and September 2012, Pierce paid legal fees totaling \$4,375 to the law firm, pursuant to the fee agreement described above.
44. Between April 2012 and September 2012, Respondents, or employees of the law firm acting under Respondents' direction, obtained confidential information and documents from Pierce, and provided Pierce with legal advice regarding his residential mortgage loan obligation.
45. By reason of the conduct described above, Respondents have engaged in the following misconduct:

- a. practicing law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, by holding themselves out as authorized to practice law in Georgia, by agreeing to represent Pierce in a Georgia legal matter, and by providing legal advice to Pierce regarding a Georgia legal matter, in violation of Rule 5.5(a) 1 of the Illinois Rules of Professional Conduct (2010);
- b. making a false or misleading communication about a lawyer or the lawyer's services, by falsely describing Matthew Purcell as a partner in Respondents' law firm, in violation of Rule 7.1 of the Illinois Rules of Professional Conduct (2010);
- c. stating or implying that Respondents practiced in a partnership with Matthew Purcell when that was not the fact, in violation of Rule 7.5(d) of the Illinois Rules of Professional Conduct (2010); and
- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by falsely stating to Pierce that Respondents had a partner who was authorized to practice law in Georgia, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

#### Count IV

##### *(Misrepresentation and Unauthorized Practice of Law in North Carolina)*

46. In December 2011, Respondents were partners and operated the Chicago law firm of "Macey, Aleman & Searns" ("the law firm"). Respondents' partner, Colorado attorney Jason E. Searns, was not authorized to practice law in Illinois.

47. In January 2012, neither Respondents, nor any other partners or employees of the law firm, were authorized to practice law in the state of North Carolina.

48. In 2012, North Carolina law, as codified by statute in N.C. Gen. Stat. sec. 84-4, prohibited the practice of law in North Carolina by any person who was not an active member of the North Carolina bar.

49. In January 2012, Marcus and Rhamin Hill ("the Hills") resided in a home they had purchased in Winston-Salem, North Carolina.

50. In January 2012, the Hills became unable to make payments required by the mortgage loan on their Winston-Salem property, which was held by HSBC Mortgage Company ("HSBC").

51. In January 2012, the Hills contacted the law firm, and Respondents, or a law firm employee acting at their direction, agreed to represent them in matters relating to their HSBC mortgage loan. At that time, Respondents and the Hills agreed that Respondents would be paid a legal fee of \$2,995, plus \$500 per month for the duration of the representation.

52. In December 2011, the Hills informed Respondents that their legal issues arose from a mortgage involving a home located in North Carolina.

53. In January 2014, Respondents agreed, as part of their representation of the Hills, to provide defense of any "pending or threatened foreclosure action" taken regarding the Hills' home.

54. At no time did either Respondents, or any other member of the law firm, inform the Hills that they were not authorized to practice law in North Carolina.

55. In January 2012, Respondents, or a law firm employee acting at their direction, provided the Hills with an engagement letter and fee agreement which set forth the provisions of Respondents' agreement to represent them, and which identified New Mexico attorney Harry Marsh as a partner in Macey, Adelman & Searns who was licensed to practice law in North Carolina.

56. At no time was Harry Marsh a partner in the law firm, nor was any other partner of the law firm licensed to

practice law in New Mexico.

57. Respondents' identification, in the documents described in paragraph 55, above, of Harry Marsh as a partner in the law firm was false, and was intended to deceive the Hills regarding the law firm's ability to competently represent them in North Carolina.

58. In 2012, the Hills paid legal fees totaling \$4,495 to the law firm, pursuant to the fee agreement described above.

59. In 2012, Respondents, or employees of the law firm acting under Respondents' direction, obtained confidential information and documents from the Hills, and provided the Hills with legal advice regarding their mortgage loan obligation.

60. By reason of the conduct described above, Respondents have engaged in the following misconduct:

- a. practicing law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, by holding themselves out as authorized to practice law in North Carolina, by agreeing to represent the Hills in a North Carolina legal matter, and by providing legal advice to the Hills regarding a North Carolina legal matter, in violation of Rule 5.5(a) 1 of the Illinois Rules of Professional Conduct (2010);
- b. making a false or misleading communication about a lawyer or the lawyer's services, by falsely describing Harry Marsh as a partner in Respondents' law firm, in violation of Rule 7.1 of the Illinois Rules of Professional Conduct (2010);
- c. stating or implying that Respondents practiced in a partnership with Harry Marsh when that was not the fact, in violation of Rule 7.5(d) of the Illinois Rules of Professional Conduct (2010); and
- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by falsely stating to the Hills that Respondents had a law firm partner who was authorized to practice law in North Carolina, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

#### Count V

#### *(Failure to Promptly Refund Unearned Fees in North Carolina Legal Matter)*

61. The Administrator realleges paragraphs 46 through 60 of Count V, above.

62. As of September 14, 2012, Respondents had achieved no agreement with HSBC regarding the Hills' mortgage loan. On that date, Rhamin Hill telephoned the law firm, spoke with a non-attorney employee, discharged the firm and requested a refund of the legal fees the Hills had paid to the law firm. Respondents learned of the Hills' request for a refund shortly after it was received.

63. At no time before September 2013 did Respondents refund to the Hills any portion of fees they had paid.

64. In August 2013, the Hills submitted a request for an investigation to the Commission, and counsel for the Administrator sent a letter to the law firm requesting information about the firm's representation of the Hills. Respondents received the letter shortly after it was sent.

65. In September 2013, after Respondents learned that the Administrator had initiated an investigation into their involvement in the Hills' legal matter, Respondents refunded \$953.75 to the Hills.

66. Between January 2012 and September 2012, Respondents did not provide sufficient legal services to the Hills to justify their retention of \$3,541.25 in legal fees.

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

- a. failing to promptly refund any part of a fee paid in advance that has not been earned,

in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010);  
and

- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by retaining, without authority, the unearned portion of the legal fees Respondents had received from the Hills, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010)..

WHEREFORE, the Administrator respectfully requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Jerome Larkin, Administrator  
Attorney Registration and  
Disciplinary Commission

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