

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

FILED
9/7/2022 3:14 PM
ARDC Clerk

In the Matter of:

IAN BENNET BERLINER,

Attorney-Respondent,

No. 6285741.

Commission No. 2022PR00074

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Rory Patrick Quinn, pursuant to Supreme Court Rule 753(b), complains of Respondent, Ian Bennet Berliner, who was licensed to practice law in the State of Illinois on November 10, 2005, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

ALLEGATIONS COMMON TO ALL COUNTS

1. At all times related to this complaint, Respondent was the principal attorney of the law firm Pissetzky & Berliner, LLC, in Chicago, Illinois, primarily practicing in the area of real estate.

2. From about 2020 to 2022, Respondent maintained and was the sole signatory on an IOLTA client trust account at JPMorgan Chase Bank, N.A. ending with the digits 9333. That account was titled "Pissetzky & Berliner LCC" ("IOLTA Account") and was used by Respondent for the deposit and disbursement of funds of clients or third persons in Respondent's possession.

3. From about 2020 to 2022, Respondent maintained and was the sole signatory on a checking account at JP Morgan Chase Bank, N.A. ("Chase Bank") ending with the digits 3894. That account was titled "Pissetzky & Berliner LLC" ("Respondent's Operating Account"), was

used by Respondent for the deposit and disbursement of funds for business or personal purposes, and was not a separate, identifiable trust account.

COUNT I
(Conversion of \$76,386.22 - Lowell Avenue Property)

4. In or before January 2021, Ace Development Group, LLC. (“Ace Development”) agreed to sell a property located at 3453 North Lowell Avenue in Chicago, Illinois (“Lowell Avenue Property”) to Sarah and Brian Rayski (the “Rayskis”). Ace Development and Respondent agreed that Respondent would represent Ace Development in the transaction. Respondent and Ace Development agreed that Respondent would be paid \$600 at the closing as his attorney’s fees to represent Ace Development.

5. On or before February 23, 2021, the Lowell Avenue Property was zoned as a two unit building. Ace Development and the Rayskis agreed to hold \$15,000 of the purchase price in escrow until either Ace Development obtained a corrected zoning certificate showing the Lowell Avenue property as a 3-unit building, or until April 15, 2021, whichever came first.

6. On or before February 23, 2021, Respondent and Ace Development agreed that Respondent would act as escrow agent and hold the \$15,000 in escrow as described in paragraph five.

7. On February 23, 2021, the Rayskis and Ace Development closed on the Lowell Avenue Property. Pursuant to the closing settlement agreement Respondent received three wire transfers to his IOLTA Account from Stewart Title totaling \$276,760.47. The \$276,760.47 represented: the \$15,000 in escrow funds described in paragraph five above, \$260,536.61 in Ace Development’s proceeds from the sale of the Lowell Avenue Property, Respondent’s attorney fees totaling \$600 and additional funds to be held in escrow including \$473.86 for water and \$150.00 for zoning charges.

8. From February 23, 2021 to March 18, 2021, while Respondent should have been holding at least \$276,760.47 of funds in Respondent's IOLTA Account to which Ace Development and the Rayskis had an interest, Respondent caused disbursements to be made against Respondent's IOLTA Account for Respondent's own business and personal purposes unrelated to the Lowell Avenue Property, causing the balance in the IOLTA Account to fall to \$200,437.37 on March 18, 2021.

9. As of March 18, 2021, Prior to any disbursement to the Rayskis or Ace Development, Respondent had used \$76,386.22 of the funds deposited into Respondent's IOLTA account to which the Rayskis and Ace Development had an interest, for Respondent's own business and personal purposes.

10. At no time did Ace Development or the Rayskis authorize Respondent to use any portion of the \$76,386.22 in funds, described in paragraph nine above, for Respondent's own business or personal purposes.

11. By using \$76,386.22 in escrow funds without authority, Respondent engaged in the conversion of those funds.

12. At the time Respondent engaged in the conversion of the escrow funds, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

13. On April 29, 2021, Respondent emailed Adam Gurney ("Gurney"), counsel for the Rayskis. In that email, Respondent requested an additional two weeks to resolve the zoning issue.

14. On April 30, 2021, Gurney replied to Respondent's email and granted the extension provided that Respondent release 50% of the escrowed funds.

15. As of May 14, 2022 Respondent had not released 50% of the escrowed funds and stopped communicating with Gurney. As of August 31, 2022, the date a complaint was voted in this matter, Respondent has not repaid any of the \$15,000 to the Rayskis.

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

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including using funds belonging to Rayskis and Ace Development for his own business or personal purposes and causing the balance of his IOLTA account to fall below the amount then belonging to Rayskis and Ace Development, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to promptly deliver to a client or a third person funds that the client or a third person is entitled to receive, by conduct including failing to promptly deliver the earnest money to the Rayskis, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting the Rayskis' and Ace Development's escrow funds to his own use, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Conversion of \$70,391.14 - Wood Street Property)

17. In or before March 2021, Respondent and Scott Kramer ("Kramer") agreed that Respondent would represent Kramer in the sale of the property at 1010 North Wood Street ("Wood Street Property"), in Chicago, to Brad Archibald ("Archibald") for the sales price of \$1,930,000. Respondent and Kramer agreed that Respondent would be paid \$600 at closing as his attorney's fees to represent Kramer. On March 26, 2021 Respondent received to his IOLTA Account a wire transfer for \$97,500, from Archibald as earnest money for the purchase of the Wood Street

Property. Prior to the transfer on March 26, 2021 the balance in Respondent's IOLTA account was \$5,437.37.

18. On the same day, while Respondent should have been holding at least \$97,500 of funds in Respondent's IOLTA Account to which Freeman had an interest, in three separate transactions, Respondent transferred \$65,599.73 from his IOLTA Account to Ace Development Group LLC in repayment for Lowell Avenue Property transaction referenced in Count I above, causing the balance in the account to fall to \$42,337.64 on March 31, 2021.

19. As of March 31, 2021, Respondent had used \$31,900.27 of the funds deposited into Respondent's IOLTA account to which Kramer had an interest, for Respondent's own business and personal purposes.

20. At no time did Kramer authorize Respondent to use any portion of the \$31,900.27 in funds, described in paragraph 18 above, for Respondent's own business or personal purposes.

21. By using \$31,900.27 in earnest money without authority, Respondent engaged in the conversion of those funds.

22. At the time Respondent engaged in the conversion of the earnest money, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

23. On June 10, 2021, Archibald closed on the Wood Street Property. Pursuant to the closing agreement, Respondent was to transfer \$97,500 to Kramer.

24. On June 16, 2021, Kramer sent a text message to Respondent inquiring about the status of his earnest money.

25. On June 18, 2021, Respondent wired Stewart Title \$25,000 for payment to Kramer.

26. From June 18, 2021 to June 21, 2021, Kramer sent Respondent 27 text messages inquiring about the status of his earnest money. On June 21, 2021, Respondent texted Kramer stating “I had that adjusted and sent the rest of the money. It will hit today.”

27. Respondent’s statements to Kramer that he adjusted the wire and sent the rest of the money were false because, on June 21, 2021, the balance of Respondent’s IOLTA account was not sufficient to send \$72,500 to Kramer nor had he sent the balance of the earnest money to Kramer.

28. At the time he made the statements to Kramer, Respondent knew his statements were false because Respondent did not have sufficient funds to repay Kramer and knew Chase Bank could not wire the funds.

29. On June 28, 2021, Kramer called Stewart Title to inquire about the remaining \$72,500. On the same day, an employee of Stewart Title named Maggie Montoya (“Montoya”) emailed Respondent seeking an update on Kramer’s funds.

30. From June 18, 2021 to June 29, 2021, , while Respondent should have been holding at least \$72,500 of funds in Respondent’s IOLTA Account to which Kramer had an interest, Respondent caused disbursements to be made against Respondent’s IOLTA Account for Respondent’s own business and personal purposes unrelated to the Wood Street Property, causing the balance of Respondent’s IOLTA Account to fall to \$2,108.86 on June 29, 2021.

31. As of June 29, 2021, Respondent had used \$70,391.14 of the funds deposited into Respondent’s operating account to which Kramer had an interest, for Respondent’s own business and personal purposes.

32. At no time did Kramer authorize Respondent to use any portion of the remaining \$72,500 in funds, described in paragraph 29 above, for Respondent's own business or personal purposes.

33. By using \$72,500 in earnest money without authority, Respondent engaged in the conversion of those funds.

34. At the time Respondent engaged in the conversion of the earnest money, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

35. On June 29, 2021, Respondent emailed Montoya claiming that he had attempted to wire the full amount and only recently learned that only \$25,000 was sent. Respondent further claimed "[t]oday I went in to wire the balance. Chase sent a wire for the balance of \$72,500."

36. Respondent's statements to Montoya that he had sent a wire for the remaining \$72,500 were false because on June 29, 2021, Respondent's IOLTA account balance at Chase Bank was \$2,108.86 and he had not wired the balance of the earnest money.

37. At the time Respondent made the statements to Montoya, Respondent knew his statements were false because Respondent did not have sufficient funds to repay Kramer, he knew Chase Bank could not wire funds, and he had not wired the balance of the earnest money.

38. On July 14, 2021, Respondent caused David Genson ("Genson"), owner of Lincoln Title and a personal friend, to send a check to Stewart Title for the remaining \$72,500.

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

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including using funds belonging to Kramer for his own

business or personal purposes and causing the balance of his IOLTA account to fall below the amount then belonging to Kramer, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

- b. failure to promptly deliver to a client or a third person funds that the client or a third person is entitled to receive, by conduct including failing to promptly deliver the earnest money to Kramer, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting Kramer's escrow funds to his own use, without authority, making false statements to Kramer regarding the status of the funds, and making false statements to Montoya regarding the status of the funds, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(False Statements to the ARDC)

40. The Administrator re-alleges paragraphs 17 through 36, above.

41. On July 14, 2021, counsel for Kramer, aware of the relationship between Respondent and Genson, contacted Genson to inquire about the status of Kramer's funds.

42. Genson, believing that there was an issue with the wire transfer, loaned Respondent the \$72,500 until the issue could be resolved.

43. As of August 31, 2022, the date a complaint was voted in this matter, Respondent has not repaid any of the \$72,500 to Genson.

44. On October 12, 2021, counsel for the Administrator took Respondent's sworn testimony under oath asked him about the status of Kramer's earnest money. Respondent testified he had transferred some of the earnest money to Lincoln Title, and Lincoln Title was holding Kramer's earnest money.

45. Respondent's October 12, 2021 testimony regarding Lincoln Title being in possession of Kramer's earnest money was false, because he never transferred any of Kramer's earnest money to Lincoln Title.

46. At the time Respondent made his statements to the Administrator, Respondent knew they were false because Respondent did not transfer any of Kramer's funds to Lincoln Title and knew he had borrowed the money from Genson.

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

- a. knowingly making a false statement of material fact in connection with a disciplinary proceeding, by conduct including but not limited to, testifying in his sworn statement that he had transferred some of Kramer's earnest money to Lincoln Title and Lincoln Title was holding Kramer's earnest money, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including testifying in his sworn statement that he had transferred some of Kramer's earnest money to Lincoln Title and Lincoln Title was holding Kramer's earnest money, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV

(Conversion of \$3,487.38 - Nitrile Gloves Transaction)

48. On or before June 29, 2021, Beaumont Blackman Inc. ("Beaumont"), Rick Freeman ("Freeman"), and Medisale International LLC. ("Medisale"), entered into a purchase agreement for Nitrile Gloves ("Nitrile Gloves Transaction"). Under the terms of the agreement, Beaumont and Freeman agreed to deposit \$250,000 in escrow. Beaumont, Freeman, and Medisale agreed Respondent would act as the escrow agent for the funds. All parties agreed that Respondent would be paid \$2,000 per disbursement for acting as escrow agent in the transaction.

49. On July 23, 2021, Respondent received a wire transfer to his IOLTA Account from Beaumont and Freeman in the amount of \$25,000. The \$25,000 represented an initial escrow deposit to begin the transaction.

50. Between July 23, 2021 and July 30, 2021, while Respondent should have been holding at least \$25,000 of funds in Respondent's IOLTA Account to which Beaumont, Freeman, and Medisale had an interest, Respondent caused disbursements to be made against Respondent's IOLTA Account for Respondent's own business and personal purposes unrelated to the Nitrile Gloves Transaction, causing the balance in the account to fall to \$21,512.62 on July 30, 2021.

51. As of July 30, 2021, Respondent had used \$3,487.38 of the funds deposited into Respondent's operating account to which Beaumont, Freeman, and Medisale had an interest, for Respondent's own business and personal purposes.

52. At no time did Beaumont, Freeman, or Medisale authorize Respondent to use any portion of the \$3,487.38 in funds, described in paragraph 49 above, for Respondent's own business or personal purposes.

53. By using \$3,487.38 in escrow funds without authority, Respondent engaged in the conversion of those funds.

54. At the time Respondent engaged in the conversion of the escrow funds, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

55. On July 30, 2021, the Nitrile Gloves Transaction was canceled by the parties to the transaction and Freeman requested a refund from Respondent of the \$25,000 in escrow funds he had deposited with Respondent.

56. On August 5, 2021, Respondent wired \$20,000 from his IOLTA Account to Freeman as partial repayment of the escrow funds, bringing his IOLTA Account to \$1,312.62.

57. On August 6, 2021, Respondent purchased a cashier's check for \$2,400 and deposited those funds into his IOLTA Account.

58. On August 9, 2021, in two separate transactions, Respondent transferred \$1,330 from Respondent's Operating Account into his IOLTA Account. On the same date, Respondent wired the remaining \$5,000 to Freeman, bringing the balance in his IOLTA account to \$42.62.

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

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including using funds belonging to Freeman for his own business or personal purposes and causing the balance of his IOLTA account to fall below the amount then belonging to Freeman, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to promptly deliver to a client or a third person funds that the client or a third person is entitled to receive, by conduct including failing to promptly deliver the escrow funds to Freeman, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting Freeman's escrow funds to his own use, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT V

(Conversion of \$32,391.14 – Albany Ave. Property)

60. On March 4, 2021, Anna Paris ("Paris") and Daniel Hamer ("Hamer") agreed to sell a property located at 2626 North Albany Avenue, in Chicago, Illinois ("Albany Ave.

Property”) to Rachel and Sean Fuller (“Fullers”). As part of the sale agreement, Paris and Hamer agreed to deposit 2% of the sale price into escrow to be paid to the Fullers at the rate of \$247.60 per day for each day Paris and Hamer retained possession of the property after closing.

61. On or before May 17, 2021, Respondent, Paris, and Hamer agreed that Respondent would represent Paris and Hamer in the sale of Albany Ave. Property. Respondent, Paris and Hamer agreed that Respondent would be paid \$600 at closing as his attorney’s fees to represent Paris and Hamer. Respondent agreed to hold 2% of the sale price in escrow as described in paragraph 58.

62. On May 19, 2021, Respondent received a US Bank check dated May 19, 2021, from Stewart Title made payable to “Pissetzky & Berliner, LLC” in the amount of \$33,000, representing the escrow money for the possession of the Albany Ave. Property. On the same day, Respondent deposited the proceeds of the US Bank check into his IOLTA Account.

63. Between May 19, 2021 and July 6, 2021, while Respondent should have been holding at least \$33,000 of funds in Respondent’s Trust Account to which Paris, Hamer and the Fullers had an interest, Respondent caused disbursements to be made against Respondent’s IOLTA Account for Respondent’s own business and personal purposes unrelated to Albany Ave. Property, causing the balance in the account to fall to \$608.86 on July 6, 2021.

64. As of July 6, 2021, Respondent had used \$32,391.14 of the funds deposited into Respondent’s operating account to which Paris, Hamer, and the Fullers had an interest, for Respondent’s own business and personal purposes.

65. At no time did Paris, Hamer or the Fullers authorize Respondent to use any portion of the \$32,391.14 in funds, described in paragraph 60 above, for Respondent’s own business or personal purposes.

66. By using \$32,391.14 in escrow funds without authority, Respondent engaged in the conversion of those funds.

67. At the time Respondent engaged in the conversion of the escrow funds, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

68. On July 15, 2021, Paris and Hamer relinquished the Albany Avenue property to the Fullers. Pursuant to the escrow agreement, Respondent should have disbursed \$14,608.40 of the escrowed funds to the Fullers and \$18,391.60 to Paris and Hamer. As of November 4, 2021, Respondent had not disbursed any escrow funds to Paris and Hamer.

69. On November 4, 2021, Paris sent a text message to Respondent demanding the release of \$18,391.60. On November 9, 2021, Respondent replied to Paris's message stating "I sent it. Will get you tracking number [t]oday."

70. On November 10, 2021, Paris again requested a tracking number for the escrow funds. On the same day Respondent replied to Paris's message stating "I did send it. You should receive it today."

71. Respondent's statements that he had sent a wire for Paris's \$18,391.60 were false because on November 10, 2021, Respondent's IOLTA account balance was \$223.12 and Respondent had not wired the funds.

72. At the time Respondent made his statements to Paris, he knew his statements were false because Respondent did not have sufficient funds to repay Paris, he knew Chase Bank could not wire funds, and he had not wired those funds.

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

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including using funds belonging to Paris, Hamer, and the Fullers for his own business or personal purposes and causing the balance of his IOLTA account to fall below the amount then belonging to Paris, Hamer, and the Fullers, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to promptly deliver to a client or a third person funds that the client or a third person is entitled to receive, by conduct including failing to promptly deliver the escrow funds to Paris and Hamer, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting Paris, Hamer, and the Fullers' escrow funds to his own use, without authority, and making false statements to Paris about the status of the funds in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VI

(Conversion of \$15,417.06 - Huron St. Property)

74. In or before July 2021, Respondent and Patricia M. McHugh ("McHugh") agreed that Respondent would represent McHugh in the sale of the property at 1419 W. Huron St., in Chicago ("Huron St. Property"), to Ganiyat Leffler ("Leffler"). Respondent and McHugh agreed that Respondent would be paid \$886.70 at closing as his attorney's fee to represent McHugh.

75. On July 2, 2021, the date of closing, McHugh and Leffler entered into a tax re-proration agreement whereby the parties agreed that \$15,417.06 would be held back from the sale proceeds due McHugh to pay for all taxes prior to July 2, 2021. At that time, Respondent agreed to receive the \$15,417.06 as escrowee and be responsible for disbursing the funds pursuant to the tax re-proration agreement.

76. On July 7, 2021, Respondent received a check dated July 2, 2021, from Stewart Title Company made payable to “Pissetzky & Berliner, LLC” in the amount of \$15,417.06 representing the tax re-proration described in paragraph 73, above. On the same day, Respondent deposited the proceeds of the check into his IOLTA Account.

77. Between July 7, 2021 and September 3, 2021, while Respondent should have been holding at least \$15,417.06 of funds in Respondent’s IOLTA Account to which McHugh or Leffler had an interest, Respondent caused disbursements to be made against Respondent’s IOLTA Account for Respondent’s own business and personal purposes unrelated to the Huron St. Property causing the balance in the account to fall to \$223.12 on September 3, 2021.

78. As of September 3, 2021, Respondent had used at least \$15,193.94 of the funds deposited into Respondent’s IOLTA Account to which McHugh and the Leffler had an interest, for Respondent’s own business and personal purposes.

79. At no time did McHugh or Leffler authorize Respondent to use any portion of the \$15,193.94 in funds, described in paragraph 74 above, for Respondent’s own business or personal purposes.

80. By using \$15,193.94 of the escrow funds without authority, Respondent engaged in the conversion of those funds.

81. At the time Respondent engaged in the conversion of the escrow funds, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

82. On September 14, 2021, Stuart Sheldon (“Sheldon”), an attorney for Leffler, sent an email to Respondent informing him that the 2020 second installment tax bill for the Huron St.

Property was due on October 1, 2021. On September 14, 2021, the balance of Respondent's IOLTA account was \$223.12.

83. On November 2, 2021, Sheldon sent an email to Respondent informing him that the 2020 2nd installment tax bill for the Huron St. Property was not paid and his client had not received the remaining prorations. On the same day, Respondent replied that he "will call the treasurer today as I sent in payment." On November 2, 2021, the balance of Respondent's IOLTA account was \$1,603.12.

84. Respondent's statement to Sheldon that he had sent in payment of the tax bill was false because at no time prior to March 1, 2022, did respondent make a payment for the 2020 2nd installment tax bill.

85. At the time Respondent made his statement to Sheldon, he knew his statement was false because he knew he did not make a payment to the treasurer and he had already used \$15,193.94 of the escrow funds for his own business or personal purposes.

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

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including depositing escrow funds to which McHugh and Leffler had an interest into Respondent's IOLTA Account, and by causing the balance in that account to fall below the amount they then had an interest in, thereby converting a total of \$15,193.94 for his own personal and business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to promptly deliver to a client or a third person funds that the client or a third person is entitled to receive, by conduct including failing to promptly deliver the escrow funds to McHugh and Leffler, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and

- c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly using \$15,193.94 of escrow funds from Respondent's IOLTA Account to which McHugh and Leffler had an interest and making false statements to Sheldon, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VII

(Failure to cooperate with a disciplinary investigation)

77. On August 2, 2021, the Administrator sent Respondent an email at the email address Respondent registered with the ARDC. The email requested a response to the allegations raised regarding the Nitrile Gloves Transaction.

78. At no time did Respondent submit a written response to the Administrator's August 2, 2021 email.

79. On September 2, 2021, the Administrator sent Respondent a second email at the email address Respondent registered with the ARDC. The email requested a response to the allegations raised regarding the Huron St. Property and reminded the Respondent of his obligations under Rule 8.1(b) of the Illinois Rules of Professional Conduct.

80. At no time did Respondent submit a written response to the Administrator's September 2, 2021 email.

81. On April 5, 2022, the Administrator served Respondent with a subpoena to appear for a sworn statement on April 28, 2022 via the digital platform WebEx. The Administrator served the subpoena to the email address Respondent registered with the ARDC, via US mail to Respondent's business address, and via certified mail to Respondent's home address. The subpoena commanded Respondent to appear before the Administrator via WebEx on April 28, 2022 at 10:00 a.m. Respondent received the subpoena but did not appear for the sworn statement.

