

IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

IAN LOUIS ERDOS,  
Attorney-Respondent,  
No. 6206863.

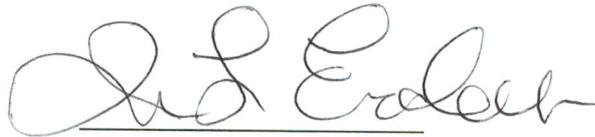
Supreme Court No. M.R.  
Commission No.

MOTION PURSUANT TO SUPREMEM COURT RULE 762(a)

The undersigned, Ian Louis Erdos, respectfully represents to the Court that:

1. On November 7, 1991, Movant was licensed by the Court to practice law in the State of Illinois.
2. Movant desires to have his name stricken from the Roll of Attorneys licensed to practice law in Illinois pursuant to Illinois Supreme Court Rule 762(a).

WHEREFORE, the undersigned requests that his name be stricken from the Roll of Attorneys licensed to practice law in Illinois.



Ian Louis Erdos

DATE: 5.5.23

E-FILED  
5/23/2023 11:12 AM  
CYNTHIA A. GRANT  
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**FILED**

May 23, 2023

**ARDC CLERK**

## IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

IAN LOUIS ERDOS,  
 Attorney-Movant,  
 No. 6206863.

Supreme Court No. M.R.  
 Commission No. 2023PR00027

## STATEMENT OF CHARGES PURSUANT TO SUPREME COURT RULE 762(a)

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Richard Gleason, pursuant to Supreme Court Rule 762(a), states that on the date Ian Louis Erdos signed a motion requesting that his name be stricken from the Roll of Attorneys, the members of Panel C of the Commission's Inquiry Board had voted to file a complaint against Movant charging him with conversion of \$849,476.71, charging and collecting unreasonable fees totaling \$110,944.35, and false statements pertaining to his engagement as attorney and trustee for two trusts, including falsely claiming to have executed a mortgage to secure a purported loan from one of the trusts. If those allegations had been the subject of a hearing, the evidence set forth below would clearly and convincingly establish the misconduct described below:

I. Conversion of \$253,089.95 of Trust Funds, False Statements, and Charging and Collecting an Unreasonable Fee

1. On or about March 11, 2002, Miriam Tessler Herskovics ("Herskovics") created the Miriam Tessler Herskovics Trust, which she subsequently amended on December 23, 2009 ("the Trust"). Herskovics established the Trust to care for her two adult sons SH and HH during their lifetimes, one of whom, SH, had special needs. Upon the death of her sons, the Trust required that any remaining funds be disbursed to Jewish charities. The Trust document, which Respondent drafted, appointed Movant as co-Trustee of the Trust with Rabbi Aron Wolf. By the

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terms of the Trust, as co-Trustee Movant was empowered as a fiduciary to manage Trust property for the benefit of the Trust and its beneficiaies, including the Trust's real estate and bank accounts. The amended Trust also appointed Movant to act as attorney for the Trust.

2. On June 30, 2011, Herskovics died. At the time of Herskovics's death, the assets of the Trust consisted of approximately \$288,000 in brokerage investment accounts and a condominium in Israel.

3. As of June 30, 2011, Movant was the sole signatory on a Bank Financial checking account that he used for the receipt, maintenance, investment and disbursement of funds relating to the Trust. At Movant's direction, Bank Financial sent all monthly account statements pertaining to the Trust directly to Movant alone.

4. Between July 8, 2011 and December 19, 2012, Movant's services to the Trust consisted of making periodic disbursements to beneficiaries of the Trust, and on occasion communicating with those beneficiaries. During that period of time, Movant charged and collected from the Trust \$14,800 in payment of his purported legal fees without notice to, or authority from, co-Trustee Rabbi Wolf or any beneficiaries of the Trust.

5. Movant did not provide legal or financial management services to the Trust or to any beneficiary of the Trust sufficient to justify the payments as set forth in paragraph four, above. Movant never provided co-Trustee Rabbi Wolf with invoices reflecting any legal or financial management services he provided the Trust.

6. Between July 6, 2011, and August 25, 2017, separate from the payments he made to himself for his purported legal fees, Movant drew checks on the Bank Financial account totaling \$103,089.95 without notice to or the authorization of the co-Trustee Rabbi Wolf or any

of the beneficiaries of the Trust. Movant negotiated the checks, and used the checks' proceeds for his own business or personal purposes.

7. In addition to the withdrawals described in paragraph six, above, on May 21, 2014, Movant drew two checks on the Bank Financial account totaling \$150,000. Both checks were payable to A.L. Financial Group, Ltd., an entity for which Movant was both registered agent and president. Movant negotiated the checks, and then used the \$150,000 he withdrew from the Bank Financial account for his own business or personal purposes.

8. As of August 25, 2015, by virtue of the transactions described in paragraphs six and seven, above, and separate from the payments he made to himself for his purported fees, Movant had used a total of an additional \$253,089.95 of the Trust's funds for his own personal or business purposes without notice to or authority from Rabbi Wolf or the Trust's beneficiaries. Movant's use of those funds constitutes conversion. At the time Movant engaged in conversion of those funds, Movant knew that he was using the funds for his own personal or business purposes and, in doing so, he acted dishonestly.

9. On or about June of 2016, Rabbi Wolf learned of the two checks totaling \$150,000, issued by Movant and described in paragraph seven, above, and requested that Movant provide an explanation for the purpose of those checks. Movant told Rabbi Wolf that the checks were intended as a personal loan from the Trust to Movant, and that Movant had secured the loan with a mortgage on Movant's home on North Leamington in Chicago. To support this claim, Movant showed Rabbi Wolf a document entitled "Mortgage," dated May 21, 2014.

10. Movant's statement to Rabbi Wolf that the purported loan was secured by a mortgage to his home North Leamington was false. Movant knew the statement was false when

he made it because, in fact, Movant did not record the mortgage until September 30, 2016, after his conversation with Rabbi Wolf described in paragraph nine, above.

II. Conversion of at least \$596,386.76 of Estate Funds, False Statements, and Charging and Collecting an Unreasonable Fee

11. On June 4, 2006, Movant prepared the Matthew Heeney Revocable Trust 6406 on behalf of Matthew Heeney, which provided that upon Heeney's death, all Heeney's assets were to be for the benefit of Heeney's friend Stephen J. Quinn ("Quinn"), or upon Quinn's death, for the benefit of Quinn's wife, Mary, and the Quinns' children ("the Heeney Trust").

12. On September 10, 2010, Movant caused to be executed a document which he had prepared, entitled "Last Will and Testament of Matthew Heeney." The will directed that all of Heeney's assets were to be transferred to the Heeney Trust upon Heeney's death. The will named Quinn as executor and beneficiary of Heeney's estate ("the Heeney Estate"). The will named Movant as successor executor of the Heeney Estate. On October 14, 2010, Heeney died.

13. Prior to December 10, 2014, Movant agreed to act as Quinn's attorney in Quinn's role as Trustee and beneficiary of the Heeney Trust, and Executor for Heeney Estate. On December 10, 2010, Movant filed a petition for probate of will and for letters testamentary for the administration of the Heeney Estate in the Circuit Court of Cook County.

14. On December 29, 2010, Movant appeared on behalf of Quinn in connection with the Heeney Estate case and prepared an order, which the judge presiding over the matter signed, appointing Quinn as independent executor of the Heeney Estate, and which stated that there were no known heirs to the estate, and that the sole legatee of the Estate was the Heeney Trust. The order Movant prepared further stated that Movant was Trustee of the Trust, and omitted the fact that Quinn was also Trustee of the Trust.

15. On February 18, 2011, Movant opened a checking account at Bank of America entitled “Estate of Matthew R. Heeney, Ian L. Erdos Adm Exe.” Movant used the Bank of America account for the receipt, maintenance and disbursement of funds relating to the Heeney Estate and the Heeney Trust. Movant was the sole signatory on Bank of America account.

16. On September 15, 2011, Movant opened a checking account at Parkway Bank and Trust which was entitled “Heeney Trust 2010, Ian L. Erdos Trustee.” Movant used the Parkway Bank account for the receipt, maintenance and disbursement of funds relating to the Heeney Estate and the Heeney Trust. Movant was the sole signatory on the Parkway account.

17. Between July 28, 2011, and December 28, 2016, Movant liquidated Heeney’s investment accounts and other assets of the Heeney Estate. During that period of time, Movant made deposits totaling at least \$1,381,405.22 of Heeney Estate funds into the Bank of America account, and an undetermined amount into the Parkway Bank account.

18. Between September 18, 2012, and July 29, 2016, the legal and financial management services Movant rendered to the Heeney Estate, to the Heeney Trust, and to Quinn consisted of making periodic disbursements to beneficiaries of the Heeney Trust, and on occasion communicating with Quinn and financial institutions holding the funds of the Heeney Estate and Heeney Trust. During that period of time, Movant drew checks on and initiated an account debit from the Bank of America and Parkway accounts totaling \$96,144.35 purporting to be in payment of his legal fees, without notice to, or authority from, Quinn or the court, negotiated the checks and received the debited funds, and used the checks’ proceeds and debited funds for his own business or personal purposes.

19. Movant did not provide legal or financial management services to the Heeney Estate, the Heeney Trust, or to Quinn sufficient to justify the withdrawals as set forth in

paragraphs 19, above. Movant never provided Quinn or the court with invoices or an accounting reflecting any legal or financial management services he provided to the Heeney Estate, the Heeney Trust, or to Quinn.

20. Between September 30, 2011 and February 27, 2015, separate from the payments he made to himself for his purported fees, Movant drew checks on and initiated account debits from the Bank of America and Parkway accounts totaling \$596,386.76, without notice to, or authority from, Quinn or the court, negotiated the checks and received the debited funds, and used the checks' proceeds and debited funds for his own business or personal purposes. Movant's use of those funds constitutes conversion. At the time Movant engaged in conversion of those funds, Movant knew that he was using the funds for his own business or personal purposes and, in doing so, he acted dishonestly.

21. In October 2018, Movant told Quinn that the assets of the Heeney Estate and the Heeney Trust had been exhausted as a result of distributions Quinn received. Movant's statement to Quinn that the assets of the Estate and Trust had been exhausted as a result of distributions made to Quinn was false, because the assets of the Heeney Estate and Heeney Trust had been exhausted as a result of the checks Movant drew on and debits he initiated from the Heeney Estate and the Heeney Trust accounts, as described in paragraphs 18 and 20, above.

22. Movant knew his statement to Quinn was false, because Movant used the checks' proceeds and debited funds described in paragraphs 18 and 20, above, for his own business or personal purposes, and without authority from or notice to Quinn.

### III. Conclusions of Misconduct

23. By reason of the conduct described above, Movant has engaged in the following misconduct:

- a. Failure to hold property of clients or third persons that was in Movant's possession in connection with the Herkovics Trust and the Heeney Trust and Heeney Estate separate from Movant's own property, by conduct including converting to his own business or personal purposes a total of \$849,476.71 from the Herkovics and Heeney Trust and Estate accounts without authority, in violation of Rule 1.15 of the Illinois Rules of Professional Conduct (2010);
- b. charging or collecting an unreasonable fee, by conduct including charging and collecting a total of \$110,944.35 from the Herkovics and Heeney Trust and Estate accounts, when the legal and financial management services he provided to the Trusts and Estate did not justify his retention of those entire fees, in violation of Rule 1.5 (a) of the Illinois Rules of Professional Conduct; and
- c. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including converting \$849,476.71 in assets of the Herkovics Trust and Heeney Trust and Heeney Estate to his own use without authority, and by stating to Rabbi Wolf that his \$150,000 withdrawal was a loan secured by a mortgage, and by stating to Quinn that the assets of the Heeney Estate and Heeney Trust had been exhausted as a result of distributions made to Quinn, when he knew those statements to be false at the time he made them, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

Respectfully submitted,

Jerome Larkin, Administrator  
Attorney Registration and  
Disciplinary Commission

By: /s/ Richard Gleason  
Richard Gleason

Richard Gleason  
Counsel for the Administrator  
Illinois Attorney Registration and Disciplinary Commission  
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IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

IAN LOUIS ERDOS,

Attorney-Movant,

No. 6206863.

Supreme Court No. M.R.

Commission No.

AFFIDAVIT

Ian Louis Erdos, being first duly sworn, on oath states that:

1. Affiant has signed a motion to strike his name from the Roll of Attorneys admitted to practice law in Illinois.
2. Affiant has received from the Administrator of the Attorney Registration and Disciplinary Commission a copy of the Statement of Charges pending against him.
3. Affiant stipulates that if the charges set forth in the Statement of Charges proceeded to hearing, the Administrator would present the evidence described in the Statement of Charges, and that evidence would clearly and convincingly establish the facts and conclusions of misconduct set forth in the Statement of Charges.
4. Affiant's motion to strike his name from the Roll of Attorneys admitted to practice in Illinois is freely and voluntarily made.
5. Affiant understands the nature and consequences of said motion.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies aforesaid that he verily believes the same to be true.

5.5.23

Date



Ian Louis Erdos

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Commission No. 2023PR00027

NOTICE OF FILING

TO: Samuel J. Manella  
Counsel for Movant  
[manellalawoffice@aol.com](mailto:manellalawoffice@aol.com)

PLEASE TAKE NOTICE that on May 23, 2023, electronic copies of Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES and Movant's AFFIDAVIT, were submitted to the Clerk of the Supreme Court for filing. On that same date, a copy was served on Counsel for Movant, by email at [manellalawoffice@aol.com](mailto:manellalawoffice@aol.com) at or before 4:00 p.m.

Respectfully submitted,

Jerome Larkin, Administrator  
Attorney Registration and  
Disciplinary Commission

By:     /s/ Richard Gleason      
Richard Gleason

Richard Gleason  
Counsel for the Administrator  
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PROOF OF SERVICE

The undersigned, an attorney, hereby certifies, pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/109, that the Administrator served copies of the Notice of Filing, Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES PURSUANT TO SUPREME COURT RULE 762(a) and Movant's AFFIDAVIT, on the individual at the address shown on the forgoing Notice of Filing, by email at [manellalawoffice@aol.com](mailto:manellalawoffice@aol.com) on May 23, 2023 at or before 4:00 p.m.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

/s/ Richard Gleason  
\_\_\_\_\_  
Richard Gleason

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