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ARDC Clerk

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

In the Matter of: WILLIAM JOSEPH DELANEY, Attorney-Respondent, No. 6269205.	Commission No. 2021PR00031

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission (ARDC), by his attorney, Michael Rusch, pursuant to Supreme Court Rule 753(b), complains of Respondent, William Joseph Delaney, who was licensed to practice law in Illinois on August 31, 1999, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

ALLEGATIONS COMMON TO ALL COUNTS

1. At all times related to this complaint, Delaney Law, P.C. ("Delaney Law") consisted of Respondent and one associate. Delaney Law was located in Chicago and handled litigation, real estate, international, and corporate law.

2. From at least November 2006 to April 19, 2022, the date that various investigations related to Respondent's conduct were referred to Panel C of the ARDC inquiry board, Respondent maintained two accounts with Byline Bank: a Byline business account entitled, "DELANEY LAW OPERATING ACCOUNT", ending in 0945 (hereinafter "business account")which Respondent used for paying expenses relating to the operation of Delaney Law, P.C.; and a Byline Interest on Lawyers Trust Account entitled "LAWYERS TRUST FUND OF ILLINOIS DELANEY LAW CORPORATION", ending in 0952 (hereafter "IOLTA account") that Respondent used for the

deposit, maintenance, and distribution of funds belonging to Respondent, his clients, or third parties.

COUNT I
(Conversion of $21,601.07 in Client Funds – Mr. De Palma)

3. On or about December 13, 2010, Jason De Palma ("Mr. De Palma") founded Vantage Yacht Club, LLC ("Vantage"). Mr. De Palma's business partner was Johnathan Colgan ("Mr. Colgan"). Vantage was a yachting club offering yacht management, charter, and rental programs in Chicago.

4. Prior to March 20, 2013, Mr. De Palma and Respondent agreed that Respondent would represent Mr. De Palma in a breach of contract action against Mr. Colgan.

5. On March 20, 2013, Respondent, on behalf of Mr. De Palma, filed a complaint for damages against Mr. Colgan in the circuit court of Cook County. The action was docketed as *Jason De Palma v. Richard Shawn Colgan ("De Palma v. Colgan")*, case number 2013L002876.

6. Prior to February 10, 2016, Mr. De Palma and Respondent agreed that Respondent would limit Delaney Law's legal fees regarding the *De Palma v. Colgan* matter to $35,000 which was paid in full by Mr. De Palma.

7. On May 13, 2016, after a jury trial, a judgment was entered in favor of Mr. De Palma and against Mr. Colgan in the amount of $22,861.75.

8. Between June 8, 2016 and November 10, 2016, Mr. Colgan made five separate payments to satisfy the $22,861.75 judgment entered against him. Mr. Colgan made each check payable to Respondent's IOLTA account. Respondent received the checks and deposited them into the IOLTA account. Since Respondent had already received the agreed $35,000 fee for the case, none of the judgment belonged to Respondent or Delaney Law.

9. On December 1, 2016, Respondent's associate filed a satisfaction of judgment with the court releasing Mr. Colgan of the $22,861.75 judgment entered against him on May 13, 2016.

10. As of the date this complaint was filed before the Hearing Board, Respondent had not paid any of the funds referred to in paragraph 8, above, to Mr. De Palma.

11. Between June 20, 2016 and December 31, 2016, Respondent used at least $21,601.07 of the judgment and on December 31, 2016, Respondent's IOLTA account balance was $1,215.68.

12. At no time did Mr. De Palma, or anyone on his behalf, authorize Respondent to use any of the funds from the *De Palma v. Colgan* judgment for his own personal or business purposes.

13. As of December 31, 2016, Respondent had used at least $21,601.07 of the *De Palma v. Colgan* judgment for his own personal or business purposes.

14. By using the *De Palma v. Colgan* judgment belonging to Mr. De Palma without authority, Respondent engaged in the conversion of those funds.

15. At the time Respondent engaged in conversion of the *De Palma v. Colgan* judgment he knew that he was doing so without authority, and, in doing so, he acted dishonestly.

16. As of April 19, 2022, the date the members of Panel C of the Inquiry Board authorized the Administrator to file this complaint before the Hearing Board, Respondent had not repaid any portion of the funds he converted from the *De Palma v. Colgan* judgment.

17. By reason of the conduct described above, Respondent engaged in the following misconduct:

a. failure to hold property of a client or third person that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in his IOLTA account to fall to $1,215.68, thereby converting at least $21,601.07 in funds belonging to Mr. De Palma for his own personal or business

purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

b. failure to promptly deliver to the client or third person funds that the client or third person is entitled to receive and failure to provide an accounting of those funds, by conduct including failing to promptly distribute the $22,861.75 award to Mr. De Palma and failing to provide Mr. de Palma an accounting of those funds, 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 at least $21,601.07 in funds belonging to Mr. De Palma for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct.

COUNT II

(Unauthorized use of client's credit card for Respondent's personal and/or business expenses – Markel matter)

18. On September 22, 2014, Markel American Insurance Company ("Markel") filed a complaint in federal court in Chicago seeking a declaratory judgment against Vantage Yacht Club, LLC ("Vantage"), and others. The federal court action was filed in the Northern District of Illinois - Eastern Division and docketed as, *Markel American Insurance company v. Vantage Yacht Club, LLC; David Bagger; MW-CPAG Marina Holdings, LLC; MW Marina, LLC; and Brittany Fowler*, case number 1:14-CV-07360 ("*Markel v. Vantage*"). The matter was filed in federal court because maritime law governed an insurance contract that was involved in the dispute between the parties. Markel alleged that Vantage violated the terms of that insurance policy and Markel had no duty to defend or indemnify any of the defendants in a wrongful death case that had been filed and was then pending in the circuit court of Cook County.

19. On December 14, 2014, the court entered a default judgment against Vantage in the *Markel v Vantage* matter.

20. In January 2015, Respondent and Mr. De Palma agreed that Respondent and his law firm would Represent Vantage in *Markel v. Vantage* and that Respondent's firm would file a motion to vacate the default judgment. Respondent and Mr. De Palma agreed upon a total fee of $2,5000 for Respondent's services. On January 22, 2015, Mr. De Palma paid Respondent $2,500 using his American Express credit card.

21. On June 23, 2015, Respondent filed his appearance as lead counsel for Vantage in the matter of *Markel v. Vantage*.

22. On May 15, 2015, during a consultation with De Palma, Respondent stated that the original budget of $2,500 had been exhausted and Mr. De Palma agreed to pay an additional $2,500 in legal fees to Respondent regarding the *Markel v. Vantage* matter. Mr. De Palma authorized Respondent to charge $2,500 to his American Express credit card.

23. On May 15, 2015, despite knowing that Mr. De Palma had only authorized him to charge $2,500 to the credit card, Respondent charged Mr. De Palma's American Express credit card $10,000 as a purported payment of additional legal fees relating to the *Markel v. Vantage* case.

24. On May 18, 2015, after noticing the $10,000 charge from American express, Mr. De Palma emailed Respondent and stated, "Bill, you mistakenly charged $10,000 to my Amex on Friday. I only agreed to $2,500. Please refund $7,500 to the card today. Jason." Respondent received the message at or shortly after the time it was sent.

25. On May 18, 2015, Respondent replied via email and stated, "Jason, My apologies for the confusion, they must have understood it per file. Once it cycles through we will reconcile and process or credit whatever is your preference. Thanks, Bill."

26. As of June 17, 2015, Respondent had not taken any action to reverse the $10,000 charge to Mr. De Palma's American Express card. On June 17, 2015, Mr. De Palma emailed

Respondent and stated, “Bill, I have to pay my Amex in 3 days and need you to refund the $7,500 or I will have no choice but to dispute it. Jason.”

27. On June 18, 2015, respondent replied via email and stated, “Jason, I am in DC and flying back tomorrow morning. I will check with [Respondent’s assistant] to see of [sic] she processed a refund. Otherwise I can issue a draft tomorrow for you. Call me after lunch. Thanks, Bill.”

28. At the time Respondent made the $10,000 charge to Mr. De Palma’s American Express credit card on May 15, 2015, Respondent knew that he was authorized to charge only $2,500 in legal fees to the card. Respondent later used the additional $7,500 he charged without his client’s authority for Respondent’s personal and/or business purposes and not for the benefit of Mr. De Palma.

29. At no time did Mr. De Palma authorize Respondent to charge an additional $7,500 to his American Express credit card, nor did Respondent request authority from Mr. De Palma to charge an additional $7,500 to the American Express card for his own personal and/or business purposes.

30. As of May 18, 2015, the date Mr. De Palma and Respondent exchanged emails regarding the additional $7,500 charged to Mr. De Palma’s American Express credit card, Respondent knew he charged Mr. De Palma’s credit card without Mr. De Palma’s authority.

31. As of April 19, 2022, the date the members of Panel C of the Inquiry Board authorized the Administrator to file this complaint before the Hearing Board, Respondent had not taken any action to refund Mr. De Palma the $7,500 he overcharged Mr. De Palma’s American Express card.

32. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including using Mr. De Palma's American Express credit card to make personal and/or business purchases without Mr. De Palma's authority and by taking $7,500 from Mr. De Palma in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(Failure to hold funds separate and conversion of $49,901.36 – 1300 West Randolph matter)

33. On or about May 25, 2017, 1300 West Randolph Street, LLC ("1300 LLC"), purchased real property located at 1300 West Randolph Street in Chicago from 1300 Partners, LLC ("1300 Partners"). First American Title Insurance Company ("First American") acted as escrow agent regarding the sale of the property. The transaction closed on May 26, 2017.

34. On May 26, 2017, 1300 LLC, acting as landlord, entered into a lease agreement with Gateway Auto Service, Inc. ("Gateway") and its owner, Shadi Qattawi ("Mr. Qattawi"). The terms of the lease provided that Gateway was allowed to utilize the property until October 31, 2017 and that Gateway was to deliver a security deposit in the amount of $50,000 to 1300 LLC. Gateway was not a party to the sale of the property but was a pre-existing tenant.

35. The May 26, 2017, lease signed by representatives of 1300 LLC and Gateway stated, in part:

> 10. SECURITY DEPOSIT. Tenant agrees to deposit, the Security Deposit, with Landlord, on the date hereof, the sum defined in Section 1.11, which sum shall be held by Landlord, as security for the full, timely and faithful performance of Tenant's covenants and obligations under this Lease…Although the Security Deposit shall be the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant at such time after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled.

36. On May 26, 2017, First American paid $665,105.79 to 1300 Ventures, LLC

("Ventures"), a company owned by Mr. Qattawi, which held an option to purchase the property. On May 27, 2017, Respondent, or someone acting at his direction, deposited the First American check in Respondent's IOLTA account. Mr. Qattawi instructed Respondent to maintain $50,000 of the proceeds of the disbursement to pay 1300 LLC as the security deposit related to the May 26, 2017, lease described in paragraphs 34 and 35, above.

37. Jeffery M. Heftman, Steven H. Leech, Meghan White, and Ken Weiner of Gozdecki, Del Giudice, Americus, Farkas & Brocato LLP represented 1300 LLC in matters regarding the purchase and lease of the property and Respondent represented Gateway in matters relating to the lease of the property.

38. On May 31, 2017 and June 13, 2017, Mr. Weiner, as counsel for 1300 LLC, emailed Respondent requesting that Respondent pay to 1300 LLC the $50,000 security deposit required by the May 26, 2017 lease.

39. On June 15, 2017, Respondent, as counsel for Gateway, stated in an email to Mr. Weiner and Ms. White that he was holding the security deposit in his IOLTA account and that it would remain untouched until it was transferred to 1300 LLC. On June 15, 2017, the balance in Respondent's IOLTA account was $668,622.92.

40. On June 16, 2017, June 29, 2017, and July 10, 2017, Mr. Weiner emailed Respondent and requested that Respondent transfer the security deposit, which was purportedly being held in Respondent's IOLTA account.

41. As of September 14, 2018, 1300 LLC had not received the security deposit from Respondent and on that date, counsel for the partnership, filed a complaint for damages against Gateway, Mr. Qattawi, and Delaney Law, in the Circuit Court of Cook County. The matter was entitled, *1300 West Randolph Street, LLC v. Gateway Auto Service, Inc, Shadi Qattawi, and Delaney Law, P.C.* ("*1300 LLC v. Delaney*"), under case number 2018-M1-130791.

42. As of April 19, 2022, the date the members of Panel C of the Inquiry Board authorized the Administrator to file this complaint before the Hearing Board, Respondent had not paid any of the security deposit referred to in paragraphs 34 and 35, above, to 1300 LLC.

43. Between June 21, 2017 and November 30, 2019, Respondent used at least $49,901.36 of the security deposit and on November 30, 2019, Respondent's IOLTA account balance was $98.64 as Respondent withdrew funds from the account and used those funds for his business and personal purposes.

44. At no time prior to his drawing the balance in the IOLTA account to $98.64 did 1300 LLC, or anyone on their behalf, authorize Respondent to use any portion of the security deposit described in paragraphs 34 and 35, above, for Respondent's own business or personal purposes.

45. As of November 30, 2019, Respondent had used at least $49,901.36 of the security deposit for his own personal or business use.

46. By using the security deposit belonging to 1300 LLC without authority, Respondent engaged in the conversion of those funds.

47. At the time Respondent engaged in conversion of the security deposit he knew that he was doing so without authority, and, in doing so, he acted dishonestly.

48. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. failure to maintain and appropriately safeguard funds belonging to clients and/or a third party and hold those funds separate from the lawyer's own property by conduct including causing the balance in his IOLTA account to fall to $98.64, thereby converting at least $49,901.36 in funds belonging to 1300 LLC for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

b. failure to promptly deliver to the client or third person funds that

the client or third person is entitled to receive and failure to provide an accounting of those funds, by conduct including failing to promptly distribute the $50,000 security deposit to 1300 LLC and failing to provide 1300 LLC an accounting of those funds, 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 using $49,901.36 of the security deposit belonging to 1300 LLC when he knew the funds were to be transferred to 1300 LLC as part of the lease agreement as discussed in paragraphs 34 and 35, above, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV
(Conversion of $249,901.36 in client funds– Curley matter)

49. In 2015, Patrick Curley ("Mr. Curley") founded YachtLife Technologies, Inc. ("YachtLife"). YachtLife was based in Miami, Florida and operated a luxury yacht charter technology company. Jacobus Pieter Anna Mast ("Mr. Mast") and Nicholas Cardoza ("Mr. Cardoza") sat on the Board of Directors for YachtLife. LBDR Group, Inc. ("LBDR") was a founding shareholder of YachtLife.

50. On or about February 14, 2018, Mr. Curley and Respondent agreed that Respondent would represent Mr. Curley in a breach of contract action against his business partners Mr. Mast, Mr. Cardoza, and LBDR, in Florida.

51. Respondent has never been licensed to practice law in the state of Florida and associated himself with Michael L. Childress, an active member, in good standing, of the Florida Bar.

52. On April 12, 2018, Mr. Childress filed a complaint for monetary damages and injunctive relief on Mr. Curley's behalf, against Mr. Mast, Mr. Cardoza, and LBDR in the Eleventh Judicial Circuit of Florida. The action was docketed as *Patrick Curley v. Jacobus Pieter Anna*

Mast, Nicholas Cardoza, and LBDR Group, Inc. ("Curley v. Mast"), case number 2018-011866-CA-01.

53. On April 20, 2018, Respondent filed a verified motion for admission to appear *Pro Hac Vice* pursuant to Florida Rules of Judicial Administration. On May 2, 2018, Respondent's motion to appear *Pro Hac Vice* was granted.

54. Upon the advice of Respondent, on June 29, 2018, Mr. Curley, individually, and as chief executive officer of YachtLife entered into a legal funding and security agreement with Pravati Credit Fund III, LP ("Pravati Capital"). The amount and terms of the agreement were negotiated by Respondent. Pravati Capital agreed to provide Mr. Curley $500,000 in funding secured by any future recovery of proceeds that may arise from the *Curley v. Mast* matter as well as other yet to be filed matters. The legal funding and security agreement between Pravati Capital, Mr. Curley, and YachtLife, stated, in part:

> USE OF FUNDS. All legal funding will be used by Curley solely at his discretion to pay past, current, or future costs and expenses arising out of the prosecution of the cases and related proceedings or otherwise expressly authorized under the heading "Use of Capital" on Schedule A.

55. Schedule A of the legal funding and security agreement stated:

> USE OF CAPITAL: To fund the working capital needs of Curley as well as past, current and future litigation costs surrounding cases in which Curley is or may be involved in.

56. On July 3, 2018, Pravati Capital wired $500,000 to Respondent's IOLTA account. On July 3, 2018, after the Pravati Capital wire, the balance in Respondent's IOLTA account ending in 0952 was $1,333,990.89.

57. Between July 3, 2018, and January 1, 2019, Respondent wired $250,000 to Mr. Curley or YachtLife, at Mr. Curley's request, leaving a balance of $250,000 in funds advanced by Pravati Capital in Respondent's IOLTA account.

58. Between August 13, 2019 and December 11, 2019, Mr. Curley made numerous requests, via email, that Respondent disperse additional funds so that Mr. Curley or YachtLife could use the funds for operating costs in accordance with the legal funding and security agreement outlined in paragraphs 54 and 55, above; however, Respondent did not disperse any of the remaining funds.

59. Between July 3, 2018, and November 30, 2019, Respondent used at least $249,901.36 and on November 30, 2019, the balance in Respondent's IOLTA account fell to $98.64.

60. At no time did Mr. Curly, or anyone on his behalf, authorize Respondent to use the remaining $250,000 advanced by Pravati Capital for Respondent's own personal and/or business use.

61. As of November 30, 2019, Respondent had used at least $249,901.36 of the funds advanced by Pravati Capital for his own personal and/or business use.

62. By using the funds provided by Pravati Capital to Vantage without authority, Respondent engaged in the conversion of those funds.

63. By using $249,901.36 of the funds advanced by Pravati Capital, without authority, for his own personal or business purposes, Respondent engaged in dishonest conduct.

64. As of April 19, 2022, the date the members of Panel C of the Inquiry Board authorized the Administrator to file this complaint before the Hearing Board, Respondent had not provided Mr. Curly any portion of the remaining $250,000 provided by Parvati Capital.

65. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. failure to promptly comply with reasonable requests for information, by conduct including Respondent's failure to

respond to Mr. Curley's email messages between August 13, 2019 and December 11, 2019, requesting that Respondent disperse funds provided by Pravati Capital, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);

b. 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 causing the balance in his IOLTA account to fall to $98.64, thereby converting at least $249,901.36 in funds belonging to Vantage for his own personal or business purposes and in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

c. failure to promptly deliver to the client or third person funds that the client or third person is entitled to receive and failure to provide an accounting of those funds, by conduct including failing to promptly distribute any of the remaining $250,000 in funds provided by Pravati Capital to Mr. Curley and failing to provide an accounting of those funds, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and

d. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly using at least $249,901.36 of the Pravati Capital funds, for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT V
(Failure to cooperate with ARDC investigations)

66. Between March 28, 2017 and April 10, 2021, the Administrator received multiple requests for an investigation of Respondent. Those requests came from three of Respondent's clients, including Mr. De Palma and Mr. Curley. Each request for investigation related to Respondent's handling of each of the legal matters they were involved in with Respondent. The Administrator also received a request for investigation from attorney Jeffery Heftman regarding a matter where Mr. Heftman was opposing counsel to Respondent.

67. After reviewing the correspondence, the Administrator docketed investigations into each of their allegations numbered as 2017IN01524 (De Palma), 2019IN000810 (Heftman), and

2019IN04688 (Curley). Accordingly, between the dates stated above, counsel for the Administrator sent letters to the address Respondent had previously provided when he completed the annual registration process, requesting that Respondent submit a response and documentation regarding each of the allegations. None of the letters sent to Respondent were returned to the ARDC.

68. On June 26, 2017, Respondent submitted a written response regarding investigation number 2017IN01524, pertaining to his former client Mr. De Palma. On November 27, 2019, the ARDC sent a follow up letter to Respondent seeking additional information. As of April 19, 2022, the date that various investigations related to Respondent's conduct were referred to Panel C of the ARDC inquiry board, Respondent had not provided a response to the Administrator's November 27, 2019, request for additional information in investigation number 2017IN01524.

69. On April 19, 2019, Respondent submitted a written response regarding investigation number 2019IN00810, pertaining to the request for investigation filed by Mr. Heftman. On November 22, 2019, A follow up letter was sent to Respondent seeking additional information. As of April 19, 2022, the date that various investigations related to Respondent's conduct were referred to Panel C of the ARDC inquiry board, Respondent had not provided a response to the Administrator's November 22, 2019, request for additional information in investigation number 2019IN00810.

70. On December 23, 2019, the ARDC sent a letter to Respondent seeking information regarding investigation number 2019IN04688, pertaining to his former client Mr. Curley. On March 4, 2020, the ARDC sent a second letter to Respondent seeking information regarding investigation number 2019IN04668. As of April 19, 2022, the date that various investigations related to Respondent's conduct were referred to Panel C of the ARDC inquiry board, Respondent had not provided a response to the Administrator's December 23, 2019 or March 4, 2020, requests

for additional information in investigation number 2019IN04668.

71. On October 7, 2021, the Administrator issued a subpoena that required Respondent's appearance for a sworn statement which was to be conducted via WebEx on October 28, 2021, at 1:30 p.m. The subpoena also ordered that Respondent produce documents pertaining to the pending investigations brought forth by Mr. De Palma, Mr. Curley, and opposing counsel Jeffrey Heftman. That subpoena was sent via email to the email address Respondent had previously provided when he completed the annual registration process.

72. Additionally, on October 7, 2021, a copy of the subpoena was shipped to Respondent via Federal Express at the office address Respondent had previously provided when he completed his annual registration. Respondent never claimed the Federal Express shipment and it was returned to the ARDC.

73. As of April 19, 2022, the date the members of Panel C of the Inquiry Board authorized the Administrator to file this complaint before the Hearing Board, Respondent had not submitted a written response to the follow-up letter in ARDC investigation 2017IN01524 and 2019IN00810, or the initial letter in 2019IN00810, nor did he appear or produce documents on October 28, 2021, or at any other time. Respondent's appearance has never been waived or excused.

74. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. failing to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to respond to the Administrator's requests for a written response to the Curley and Makedonsky investigations, as well as for failing to comply with the Administrator's subpoena, which ordered Respondent's production of the client files pertaining to investigations 2017IN01524 (De Palma), 2019IN000810 (Heftman), and 2019IN04688 (Curley), in violation of Rule 8.1(b) of the Illinois Rules of

Professional Conduct (2010); and

b. conduct that is prejudicial to the administration of justice, by conduct including failing to respond to the Administrator's written requests for information or the Administrator's October 28, 2021 subpoena, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator 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

By: /s/ Michael Rusch
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