In re Adrian Murati
Attorney-Respondent

Commission No. 2023PR00026

Synopsis of Hearing Board Report and Recommendation
(October 2024)

The Administrator filed an eight-count Complaint against Respondent charging him with extensive misconduct, including abandoning client matters, giving a client a falsified settlement agreement and settlement check, failing to tell a client he had voluntarily dismissed the client's lawsuit but leading the client to believe it was still pending, misappropriating settlement funds that were owed to a litigation lender, filing a false proof of service with the court, and failing to respond to the Administrator's requests for information. The Hearing Board found that the Administrator proved the charges of misconduct by clear and convincing evidence, except for two charges of failing to keep clients reasonably informed about the status of their matters. Based on the serious misconduct and substantial factors in aggravation, including Respondent's failure to appear at his disciplinary hearing, the Hearing Board recommended that Respondent be disbarred.

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

FILED
October 31, 2024
ARDC CLERK

In the Matter of:

ADRIAN MURATI,

Attorney-Respondent,

No. 6321187.

Commission No. 2023PR00026

REPORT AND RECOMMENDATION OF THE HEARING BOARD

SUMMARY OF THE REPORT

Respondent was charged with abandoning numerous client matters, causing clients' lawsuits to be dismissed for want of prosecution and failing to inform them of the dismissals, failing to comply with court orders resulting in monetary sanctions against him and his client and the dismissal of the client's lawsuit, giving a client a falsified settlement agreement and settlement check when the client's matter had not settled, failing to tell a client that Respondent had voluntarily dismissed his case but leading the client to believe it was still pending, dishonestly converting settlement funds that were owed to a litigation lender, filing a false proof of service with the court, and failing to hold retainer fees in his client trust account. Additionally, he was charged with failing to respond to the Administrator's requests for information about a client matter and failing to comply with subpoenas to appear for his sworn statement. The Hearing Panel found that the Administrator proved the charged misconduct with the exception of two charges of failing to keep clients reasonably advised of the status of their matters. Based on the extensive misconduct and significant aggravation, including Respondent's failure to appear for his disciplinary hearing, the Hearing Panel recommends that Respondent be disbarred.

INTRODUCTION

The hearing in this matter took place on July 25, 2024, at the Chicago offices of the Attorney Registration and Disciplinary Commission (ARDC) before a hearing panel consisting of Rhonda Sallée, Chair, Susan Cohen Levy, and Willard O. Williamson. Rory P. Quinn represented the Administrator. Respondent did not appear and was not represented by counsel.

PLEADINGS AND ALLEGED MISCONDUCT

On May 9, 2023, the Administrator filed an eight-count Complaint charging Respondent with the following misconduct: failing to act with reasonable diligence and promptness in representing a client (Count II); failing to keep a client reasonably informed about the status of the matter (Counts I, II, III, IV); failing to hold property of third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property (Counts V, VI, VII); failing to promptly pay or deliver funds to a third person that the third person was entitled to receive (Counts V, VI); failing to take steps to protect his clients' interests upon termination of the representation by abandoning client files and failing to give notice to clients (Count I); knowingly making a false statement of fact or law to a tribunal (Count VII); knowingly failing to respond to a lawful demand for information from a disciplinary authority (Count VIII); engaging in conduct involving dishonesty, fraud, deceit or misrepresentation (Counts III, IV, V, VI, VII); and engaging in conduct prejudicial to the administration of justice (Count I), in violation of Rules 1.3, 1.4(a)(3), 1.15(a), 1.15(d), 1.16(d), 3.3(a)(1), 8.1(b), 8.4(c), and 8.4(d) of the Illinois Rules of Professional Conduct (2010).

Respondent filed an Answer on June 1, 2023, in which he admitted some of the factual allegations but denied all allegations of misconduct.

PREHEARING PROCEEDINGS

The hearing in this matter was continued twice at Respondent's request and over the Administrator's objections. On July 15, 2024, Respondent moved to continue the hearing a third time on the grounds that he had filed a motion with the Court to transfer to disability inactive status. The Administrator objected to the continuance and to Respondent's request to transfer to disability inactive status, arguing that Respondent's request did not conform to the Court's procedures and requirements for such a transfer. The Court denied Respondent's motion to transfer to disability inactive status, and the Chair denied Respondent's motion to continue the hearing. On the morning of the hearing, Respondent filed a fourth motion to continue the hearing, on an emergency basis. Respondent asserted he had traveled to Albania on July 15, 2024 and was unable to return due to a technological outage that caused numerous flights to be cancelled. However, Respondent's motion contained no information about his specific flight reservations or efforts on his part to obtain a different flight home. The Chair denied Respondent's emergency motion on the grounds that it lacked credibility and failed to demonstrate extraordinary circumstances that would justify a continuance. The hearing proceeded in Respondent's absence.

EVIDENCE

The Administrator called seven witnesses. The Administrator's Exhibits 1-20, 23, and 24 were admitted (Tr. 7). Administrator's Exhibit 14 was admitted under seal.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

In attorney disciplinary proceedings, the Administrator has the burden of proving the charges of misconduct by clear and convincing evidence. In re Winthrop, 219 Ill. 2d 526, 542, 848 N.E.2d 961 (2006). This standard requires a high level of certainty, which is greater than a preponderance of the evidence but less than proof beyond a reasonable doubt. Bazydlo v. Volant,

164 Ill. 2d 207, 213, 647 N.E.2d 273 (1995). The Hearing Board assesses witness credibility, resolves conflicting testimony, makes factual findings, and determines whether the Administrator met the burden of proof. Winthrop, 219 Ill. 2d at 542-43. As the trier of fact, we may consider circumstantial evidence and draw reasonable inferences from the evidence presented. In re Green, 07 SH 109, M.R. 23617 (March 16, 2010).

Background

Respondent was admitted to practice law in Illinois in 2015. During the time period at issue, he and Paul Marriett were partners with a practice in Rockford that primarily handled personal injury matters. (Tr. 16-18). Respondent and Marriett maintained separate offices and separate client trust accounts. Marriett was primarily responsible for bringing cases in and assisting if a matter went to trial. Respondent handled the cases on a day-to-day basis from the time they came in through settlement or trial. (Tr. 32). Marriett and Respondent met regularly to discuss the status of every pending case, and Respondent maintained an internal document indicating the status of each case. (Tr. 19-20). Marriett relied on Respondent's representations about the status of their cases. (Tr. 22-23, 32).

I. In Count I, Respondent is charged with failing to keep over 31 clients reasonably advised about the status of their matters by failing to tell them their lawsuits were dismissed for want of prosecution, failing to protect those clients' interests upon termination of the representation by abandoning their files, and engaging in conduct prejudicial to the interests of justice by abandoning his law practice, in violation of Rules 1.4(a)(3), 1.16(d), and 8.4(d)*.

A. Summary

The Administrator proved by clear and convincing evidence that Respondent failed to protect his clients' interests upon terminating representation and engaged in conduct prejudicial to the administration of justice. The Administrator did not meet her burden of proving that Respondent failed to tell over 31 clients that their matters were dismissed for want of prosecution.

B. Evidence Considered

Paul Marriett testified that he started having trouble communicating with Respondent in December 2021. Respondent attributed his lack of communication to the effects of long COVID. Marriett raised the possibility of referring some of their cases to other attorneys, but Respondent resisted and told Marriett the cases were close to being resolved. (Tr. 20-22, 34).

In May 2022, Marriett received a letter from the Honorable Eugene G. Doherty on behalf of himself, the Honorable Lisa Fabiano, and the Honorable Donna Honzel, expressing concerns about Respondent's conduct in certain Winnebago County circuit court matters. The letter detailed missed court dates and deadlines in 13 of Respondent's cases, which resulted in those cases being dismissed for want of prosecution. The letter also noted multiple instances when Respondent obtained a hearing date from the court clerk for a motion without having filed a motion. In at least two matters, the court entered an order prohibiting Respondent from obtaining a hearing date without a motion being on file. (Adm. Ex. 13).

Before receiving the letter, Marriett was not aware of this conduct, nor did Respondent tell him that any of the cases he was handling were dismissed for want of prosecution. (Tr. 26-32). Marriett testified there is no strategic reason to allow a case to be dismissed for want of prosecution. (Tr. 27-28). When Marriett asked Respondent about the dismissals, Respondent said the court had made docketing errors and the cases were still valid. (Tr. 35). When Marriett was asked if he was aware of any instance where Respondent informed one of the clients identified in Judge Doherty's letter that the client's matter was dismissed for want of prosecution, Marriett responded, "I don't recall him ever even mentioning to me that there was one that was dismissed for want of prosecution. So I – I would have to answer that, no, that I don't think he ever notified anyone." (Tr. 38-39).

Marriett and Respondent dissolved their partnership on May 26, 2022. (Tr. 34). Marriett asked Respondent numerous times for his client files. Marriett received "a large amount" of files that had been scanned electronically, but there were between 20 and 50 paper files that were never recovered. In early June 2022, Marriett obtained the court dockets for all of the matters Respondent was handling. After reviewing them, he told Respondent that his version of events was not truthful. Marriett asked Respondent to help him salvage the clients' causes of action, but Respondent stopped taking Marriett's calls after this conversation. (Tr. 36-38).

When Marriett went through the court dockets, he discovered additional cases that were dismissed. In total, about 30 of Respondent's cases were dismissed for want of prosecution. (Tr. 44). Marriett worked 16-hour days notifying every client he could locate about Respondent's neglect of their matter .(Tr. 40-41). Marriett was able to salvage all but three or four cases for which the statute of limitations had lapsed. (Tr. 44-46). On October 25, 2023, Respondent's practice was placed in a receivership, and Marriett turned over Respondent's paper files to the receiver. (Adm. Ex. 19, Tr. 49).

C. Analysis and Conclusions

Rule 1.4(a)(3)

Rule of Professional Conduct 1.4(a)(3) requires lawyers to keep clients reasonably informed about the status of their matters. Ill. Rs. Prof'l Conduct R. 1.4(a)(3). The Administrator charged Respondent with violating this rule by failing to inform over 31 clients that their matters had been dismissed for want of prosecution. Respondent admits the matters were dismissed for want of prosecution but denies failing to inform clients of the dismissals. We find the Administrator did not meet the burden of proof on this charge.

The Administrator alleged that Respondent failed to tell "over 31" of his clients that their cases were dismissed for want of prosecution. The Administrator's Complaint and the evidence

presented identified 16 cases that were dismissed. The remaining more than 15 cases were not identified in either the Complaint or the evidence offered at hearing. We decline to make findings as to unknown clients and matters. Although Paul Marriett testified that he identified additional matters that had been dismissed for want of prosecution, this testimony alone is not sufficient to prove the charge with a high level of certainty.

With respect to the matters that were identified, the Administrator did not present any of the clients as witnesses, nor did she submit any of the client files or communications between Respondent and the clients. Thus, we can only speculate as to whether the identified clients had any communications with Respondent about the dismissals. While we found Paul Marriett to be a credible witness, his testimony that he does not think Respondent told his clients about the dismissals because Respondent did not tell Marriett about them is speculative and insufficient to meet the burden of proof. It seems unlikely that Respondent informed his clients of the dismissals given the totality of the evidence before us, but the clear and convincing burden of proof requires a high level of certainty. The evidence before us does not rise to that level. Accordingly, we find that the Administrator did not prove a violation of Rule 1.4(a)(3) as charged in Count I.

Rule 1.16(d)

Rule 1.16(d) requires lawyers to take reasonable steps to protect clients' interests after a representation has ended, including giving reasonable notice to the clients and surrendering papers and property to which the client is entitled. Ill. Rs. Prof'l Conduct R. 1.16(d). The Administrator charged Respondent with violating this rule by failing to notify clients that he was no longer representing them and abandoning papers and properties to which the clients were entitled. We find the Administrator proved this charge by clear and convincing evidence.

The evidence established that, after Marriett confronted Respondent about his conduct, Respondent stopped communicating with Marriett about the cases he was handling and abandoned

his practice. We find credible Marriett's testimony that Respondent stopped taking his calls, ignored Marriett's requests to prepare a joint letter to clients, made no effort to help salvage clients' cases, and abandoned his office and client files. Based on this evidence, we find that Respondent failed to take any steps to protect his clients' interests after his representation ended, in violation of Rule 1.16(d).

Rule 8.4(d)

It is misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice. Ill. Rs. Prof'l Conduct R. 8.4(d). The Administrator alleges that Respondent violated this rule by abandoning his law practice and requiring Judge Doherty and Marriett to intervene in order to protect Respondent's clients. In order to prove a violation of Rule 8.4(d), the Administrator must establish actual prejudice. Evidence that a respondent's conduct led to unnecessary court time and lawyer time establishes actual prejudice. See In re Cohn, 2018PR00109, M.R. 30545 (Jan. 21, 2023 (Hearing Bd. at 7). Judge Doherty's letter establishes that he and two of his colleagues spent valuable time and resources detailing and conveying their concerns about Respondent's lack of diligence in 13 matters. Marriett credibly testified that he spent many hours reviewing files and court dockets, notifying clients of Respondent's conduct, and trying to salvage their causes of action. The time that the court and Marriett had to spend to address Respondent's neglect constitutes actual prejudice to the administration of justice. Consequently, we find the Administrator proved this charge by clear and convincing evidence.

II. In Count II, Respondent is charged with failing to comply with court orders, resulting in monetary sanctions being entered against him and his client, Amber True, and True's matter being dismissed for want of prosecution. In addition, Respondent is charged with failing to inform True of the dismissal. For this conduct, the Administrator charged Respondent with failing to act with reasonable diligence and promptness and failing to keep the client advised about the status of her matter, in violation of Rules 1.3 and 1.4(a)(3).

A. Summary

Based on Respondent's admissions that he was sanctioned for discovery violations and failed to appear in court despite an order requiring him to do so, the Hearing Panel finds that Respondent failed to act with reasonable diligence and promptness in his representation of Amber True. The Hearing Panel finds that evidence submitted was insufficient to prove the charge of failing to keep the client informed about the status of her matter.

B, Admitted Allegations and Evidence Considered

Respondent represented Amber True in a negligence matter against Javon Bea Hospital and filed a complaint on her behalf on February 12, 2019. (Ans. at par. 15). Respondent admits that in 2021 and early 2022 the court entered multiple orders directing him and True to produce signed medical authorizations and respond to supplemental discovery requests. (Ans. at pars. 17-25). On February 23, 2022, the court ordered Respondent to provide dates for True's deposition within seven days and continued the matter until March 31, 2022. (Ans. at par. 26). Respondent admits he did not appear on March 31, 2022. (Ans. at par. 27). The court then sanctioned Respondent and True jointly in the amount of $2,700. The court ordered Respondent to appear on April 20, 2022, and noted that the case would be dismissed if he failed to appear. (Ans. at par. 27). Respondent admits he did not appear on April 20, 2022, and True's case was dismissed for want of prosecution. (Ans. at pars. 27, 28). Respondent denied in his Answer that he failed to inform True of the dismissal.

B. Analysis and Conclusions

Rule 1.3

A lawyer is required to act with reasonable diligence and promptness in representing a client. Ill. Rs. Prof'l Conduct R. 1.3. The Administrator charged Respondent with violating this rule by failing to comply with discovery deadlines, failing to respond to a motion to compel, failing

to appear for scheduled court dates, and allowing True's matter be dismissed for want of prosecution. We find the Administrator proved this charge by clear and convincing evidence.

The admitted allegations establish a pattern of failures to respond to discovery requests, lack of compliance with court orders, and failures to appear for scheduled court dates, including the April 20, 2022 date when the court ordered Respondent to appear. Respondent's conduct was not a one-time mistake. Multiple failures to appear and to comply with court orders are not reasonably diligent or prompt. Consequently, we find the Administrator met her burden of proving that Respondent violated Rule 1.3.

Rule 1.4(a)(3)

The Administrator charged Respondent with failing keep True reasonably informed about the status of her matter because he did not inform her that her case was dismissed for want of prosecution. The Administrator did not call True as a witness or introduce any communications between her and Respondent. Therefore, for the same reasons set forth in our discussion of Rule 1.4(a)(3) in Count I, we find that the evidence presented does not satisfy the clear and convincing burden of proof as to this charge.

III. In Count III, Respondent is charged with failing to tell client Shaun O'Connor that he had not filed his worker's compensation claim, misleading O'Connor to believe that his matter was pending, making false statements to O'Connor, and sending him a falsified settlement agreement and settlement check, in violation of Rules 1.4(a)(3) and 8.4(c).

A. Summary

The Administrator met her burden of proving by clear and convincing evidence that Respondent failed tell Shaun O'Connor that he did not file one of O'Connor's worker's compensation claims, falsely led O'Connor to believe the unfiled claim had settled, and gave O'Connor a falsified settlement agreement and settlement check.

B. Evidence Considered

In 2021, Shaun O'Connor retained Respondent to handle two worker's compensation matters, which we will refer to as the Trademark Flooring matter and the Benchmark Flooring matter. (Tr. 94-95). Respondent filed an application for adjustment of claim with the Worker's Compensation Commission for the Benchmark Flooring matter but did not file one for the Trademark Flooring Matter. O'Connor testified that Respondent never told him that he did not file a claim for the Trademark Flooring matter (Tr. 96). When O'Connor asked about Trademark Flooring claim, Respondent said he was talking to the insurance adjuster, but everything was on hold due to the pandemic. In the summer of 2022, Respondent told O'Connor that the Trademark matter settled for $105,000 and emailed O'Connor a purported settlement agreement with Grinnell Mutual. (Tr. 97; Adm. Ex. 3 at 5-6). The settlement agreement stated it was for the Trademark Flooring matter and showed a total settlement amount of $106,786.92. (Adm. Ex. 4 at 3-4). O'Connor sent the purported settlement agreement to Grinnell Mutual adjuster Sherry Gillespie on July 28, 2022, seeking to confirm that the settlement actually occurred because Respondent was not communicating with O'Connor. Gillespie sent Respondent an email on July 31, 2022, emphatically stating that Respondent never filed an application for adjustment of claim for the Trademark Flooring matter, that her last communication with Respondent about the Trademark Flooring matter was on May 31, 2022 when she communicated an offer of $39,227.85, and that there was "no way Grinnell Mutual is paying $106,000 to settle" the Trademark Flooring claim. (Adm. Ex. 5 at 14).

On August 1, 2022, Respondent gave O'Connor a check for $87,565.28, purporting to be O'Connor's share of the Trademark Flooring matter settlement. (Ans. at par. 48; Adm. Ex. 3 at 8). The check was dated August 5, 2022, and was drawn on Respondent's client trust account.

Respondent had O'Connor sign a document stating he would not deposit the check before August 5, 2022 because the insurer's check had not yet cleared. (Tr. 99; Adm. Ex. 4 at 6).

O'Connor waited until after August 5, 2022 to deposit the check. When he deposited it, his bank released $5,000 to him, which he used to pay outstanding bills. On August 12, 2022, Respondent's check was returned for insufficient funds. (Tr. 100). Respondent sent O'Connor a copy of a purported settlement check from Grinnell Mutual, dated July 20, 2022, in the amount of $106,786.92. (Adm. Ex. 4 at 7). Grinnell Mutual provided a voided sample check in connection with this disciplinary matter, which looks significantly different from the purported Grinnell Mutual check Respondent sent to O'Connor. (Adm. Ex. 5 at 16, 17). Respondent's client trust account records do not show the deposit of any check in the amount of $106,786.92 in July or August of 2022. (Adm. Ex. 12).

Following the incident with the check, O'Connor hired a new lawyer who settled the Trademark Flooring matter in a few months. (Tr. 101). O'Connor's bank allowed him to repay the $5,000 from the false settlement check in installments. (Tr. 102).

C. Analysis and Conclusions

Rule 1.4(a)(3)

The Administrator charged Respondent with failing to keep O'Connor reasonably advised about the status of his matter by failing to tell him he had not filed the Trademark Flooring worker's compensation claim. We find the Administrator proved this charge by clear and convincing evidence.

The communications between Respondent and Grinnell Mutual established that Respondent did not file the Trademark Flooring application for adjustment of claim. We find credible O'Connor's testimony that Respondent never disclosed that he had not filed it and falsely

led O'Connor to believe he was working on it and had settled it. Based on O'Connor's credible testimony, we find that Respondent violated Rule 1.4(a)(3).

Rule 8.4(c)

Rule 8.4(c) prohibits lawyers from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. Ill. Rs. Prof'l Conduct R. 8.4(c). Dishonesty includes any conduct, statement, or omission that is calculated to deceive, including the suppression of the truth and the suggestion of what is false. In re Gerard, 132 Ill. 2d 508, 528, 548 N.E.2d 1051 (1989). There must be an act or circumstance that shows purposeful conduct or reckless indifference to the truth, rather than a mistake. In re Gauza, 08 CH 98, M.R. 26225 (Nov. 20, 2013) (Hearing Bd. at 42). The Administrator charged Respondent with violating Rule 8.4(c) by falsely telling O'Connor that the Trademark Flooring matter settled for $105,000 and presenting O'Connor with a falsified settlement agreement and settlement check. We find the Administrator proved this charge by clear and convincing evidence.

The email correspondence between Respondent and Grinnell Mutual establishes that there was no settlement of the Trademark Flooring matter. Although Respondent stated in his answer that he believed there was a settlement, there is no basis in the record to support that belief. Respondent's bank records show no deposit in the amount of the purported settlement, and the purported copy of a Grinnell Mutual check that Respondent presented to O'Connor appears to be a fake. The only reasonable conclusion to draw from this evidence is that Respondent fabricated both the settlement agreement and the Grinnell Mutual check and gave O'Connor a settlement check when he knew there was no settlement. Respondent's instructions to O'Connor to wait to deposit the check further demonstrate Respondent's knowledge that there were no settlement funds to cover the check he gave O'Connor. Respondent's lies to O'Connor, creation of a fabricated

settlement agreement, and presentment of a check that he knew would not be honored were intentional, dishonest, and deceitful.

IV. Count IV alleges that Respondent failed to keep client Jordan Swanson reasonably advised about the status of his matter and made false statements to Swanson, in violation of Rules 1.4(a)(3) and 8.4(c).

A. Summary

The Administrator met her burden of proving that Respondent did not tell Swanson that he failed to serve the opposing party in Swanson's personal injury matter or that he voluntarily dismissed Swanson's complaint. In addition, Respondent falsely led Swanson to believe his matter was proceeding after it had been dismissed.

B. Evidence Considered

Jordan Swanson retained Respondent in August 2020 to represent him in a personal injury matter arising from a car accident. (Tr. 104-05). Respondent filed a complaint on Swanson's behalf but never served the defendant. (Ans. at par. 69). Swanson believed the case was progressing based on his communications with Respondent. (Tr. 105).

The defendant in Swanson's matter was insured by State Farm. The only communication from Respondent in the State Farm claims file was a notice of attorney's lien and a letter of representation, both dated September 18, 2020. On November 4, 2020, State Farm sent Respondent a letter communicating an earlier settlement offer, with no response from Respondent. (Adm. Ex. 8).

In text message exchanges, Respondent told Swanson he was working on the case and discussing settlement with State Farm. Respondent scheduled times to talk to Swanson by phone but then Swanson would not hear from him. (Tr. 106-07). On August 19, 2021, Respondent told Swanson he expected to receive an increased settlement offer. (Tr. 108). Respondent voluntarily dismissed Swanson's lawsuit on December 2, 2021, unbeknownst to Swanson. Swanson testified

he would not have wanted to dismiss it at that time because he had outstanding medical debts that needed to be paid. (Tr. 109).

After December 2, 2021, Swanson sent Respondent numerous text messages asking about the status of his case. Respondent responded with many excuses but at no time informed Swanson that he voluntarily dismissed the lawsuit or failed to serve the defendant. (Tr. 109; Adm. Ex. 6). On May 11, 2022, Swanson sent Respondent a message asking about a deposition, because Respondent had told him a deposition would be taking place and then State Farm would make a settlement offer. (Tr. 112; Adm. Ex. 6). Around this time, Respondent stopped responding to Swanson's text messages. Swanson then hired a new lawyer who settled his case. (Tr. 112-13).

A. Rule 1.4(a)(3)

Respondent is charged with failing to keep Swanson reasonably advised about the status of his matter by failing to inform Swanson that he did not serve the defendant and that he voluntarily dismissed Swanson's lawsuit. We find the Administrator proved this charge by clear and convincing evidence.

We found Swanson to be a credible witness. We accept his testimony, which is corroborated by his text exchanges with Respondent, that Respondent did not inform him of the failure to serve the defendant or the voluntary dismissal. Swanson's text messages support his testimony that he believed his matter was active up until the spring of 2022. Based on this credible evidence, we find that Respondent violated Rule 1.4(a)(3) in his representation of Swanson.

Rule 8.4(c)

Respondent is charged with engaging in dishonest conduct by falsely leading Swanson to believe his personal injury matter was active and that Respondent was negotiating with State Farm to reach a settlement. We find the Administrator proved this charge by clear and convincing evidence.

We find credible Swanson's testimony that Respondent "strung him along" and led him to believe a settlement was imminent, when in fact Respondent did very little after filing the complaint on October 14, 2020. Respondent admits sending Swanson text messages on July 8, 2021 stating he had spoken with a State Farm lawyer about the matter, and on August 19, 2021 stating he expected an increased offer from State Farm later that week. However, the State Farm file showed no communication between Respondent and State Farm after September 18, 2020. We further find credible Swanson's testimony that Respondent told him a deposition would be taking place along with a new settlement offer, when in fact Respondent had voluntarily dismissed the complaint without Swanson's knowledge. Respondent's conduct was knowing and intentional. He had many opportunities to be honest with Swanson but never gave a truthful response when Swanson asked for information. Accordingly, we find that Respondent intentionally and dishonestly concealed his failure to serve the defendant and his voluntary dismissal of Swanson's lawsuit, in violation of Rule 8.4(c).

V. Counts V and VI allege that Respondent dishonestly converted settlement funds by failing to pay loan amounts due to a litigation lender and dishonestly using those funds for his own purposes, in violation of Rules 1.15(a), 1.15(d), and 8.4(c).

A. Summary

The Administrator proved by clear and convincing evidence that Respondent knowingly and dishonestly misappropriated settlement funds that were owed to a litigation lender and used the funds for his own purposes without authorization.

B. Evidence Considered

Torilenya Jeffries and her husband, Randall Keller, entered into a contingent fee agreement with Respondent in January 2021 to pursue a lawsuit for injuries they sustained at a hotel. (Tr. 117-18). Jeffries and Keller wanted to obtain a loan against their expected settlement, and Respondent referred them to litigation lender Oasis Financial. (Tr. 118). Jeffries and Keller

obtained several loans from Oasis Financial. On November 5, 2021, their cases settled for $37,500 each. (Adm. Ex. 17). On November 16, 2021, Respondent obtained a loan payoff statement from Oasis Financial and prepared settlement statements reflecting that $3,484.44 from Jeffries' settlement funds and $9,043.49 from Keller's were owed to Oasis Financial. (Ans. at pars. 98, 99, 136, 137). Respondent deposited the settlement checks in his client trust account on December 1, 2021. (Ans. at pars. 101, 139). Respondent admits that, when he should have been holding the funds owed to Oasis Financial in his client trust account, he caused disbursements to be made for business and personal purposes that caused his client trust account to have a balance of -$36,840.91. (Ans. at pars. 102, 140). Respondent's operating account was, for the most part, overdrawn between December 2021 and June 2022. (Adm. Ex. 11). Jeffries and Keller testified that Respondent has never paid Oasis Financial. (Tr. 121, 139).

C. Analysis and Conclusions

Rule 1.15(a) requires a lawyer to hold property belonging to a client or a third person in connection with a representation in a client trust account, separate from the lawyer's own property. Ill. Rs. Prof'l Conduct R. 1.15(a). The Administrator alleges in Counts V and VI that Respondent violated Rule 1.15(a) by failing to hold settlement funds owed to Oasis Financial in his client trust account and using those funds for his own purposes without authorization. We find the Administrator proved the Rule 1.15(a) charges with respect to both Jeffries and Keller by clear and convincing evidence.

The evidence established that Respondent was aware of the litigation loans and his obligation to remit $12,527,93 to Oasis Financial to pay those loans. Respondent admits his client trust account had a negative balance during the time he should have been holding the funds owed to Oasis Financial. Based on Respondent's admissions and the undisputed evidence, we find that

the Administrator proved by clear and convincing evidence that Respondent violated Rule 1.15(a), as charged in Counts V and VI.

Rule 1.15(d)

Upon receiving funds in which a third person has an interest, Rule 1.15(d) requires a lawyer to promptly notify the third person and promptly deliver funds the third person is entitled to receive. Ill. Rs. Prof'l Conduct R. 1.15(d). The Administrator charged Respondent with violating this rule by failing to deliver the funds owed to Oasis Financial from the Jeffries and Keller settlement funds. We find the Administrator proved these charges by clear and convincing evidence.

Respondent admits he deposited Jeffries' and Keller's settlement funds into his client trust account on December 1, 2021, and that he was aware of the amounts owed to Oasis Financial. He further admits that he caused his client trust account to be overdrawn by more than $36,000 by making disbursements for personal and business purposes. The Oasis Financial records admitted into evidence, which are corroborated by Jeffries' and Keller's testimony, demonstrate that Respondent has not paid the amounts owed to Oasis Financial. Accordingly, we find clear and convincing proof that Respondent did not promptly deliver funds that Oasis Financial was entitled to receive, as charged in Counts V and VI.

Rule 8.4(c)

The Administrator charged Respondent with engaging in dishonest conduct by knowingly converting the settlement funds owed to Oasis Financial. We find the Administrator proved this charge by clear and convincing evidence.

Respondent knew Oasis financial was owed more than $12,000 from the Jeffries and Keller settlement funds, as demonstrated by the loan payoff letters he obtained and the settlement statements he created. Respondent's knowing withdrawal of funds that did not belong to him from

his client trust account, as well as his bank records showing that his operating account was consistently overdrawn from December 2021 through June 2022, lead to the reasonable inference that Respondent had financial difficulties that led him to misappropriate the settlement funds for business and personal purposes. Based on these circumstances, we find that Respondent's use of the funds belonging to Oasis Financial was intentional and dishonest.

VI. Count VII alleges that Respondent knowingly filed a false proof of service in a landlord-tenant matter and converted retainer fees by failing to hold them in a client trust account until they were earned, in violation of Rules 1.15(a), 3.3(a)(1), and 8.4(c).

A. Summary

The Administrator proved by clear and convincing evidence that Respondent failed to hold a client's retainer fee in his client trust account, made a false statement to a tribunal by filing a false proof of service, and engaged in dishonest conduct.

B. Evidence Considered

Valeri DeCastris retained Respondent on July 21, 2021 to handle a personal injury matter and a landlord-tenant matter. (Adm. Ex. 16). She paid him a $2000 retainer and $393 for costs. (Tr. 125). The retainer agreement provided that the retainer would be deposited in Respondent's client trust account. (Adm. Ex. 16). Respondent's operating account shows a deposit of $2,393 on July 23, 2021. (Adm. Ex. 11 at 49). In his answer, Respondent denies that he caused the funds to be deposited in his operating account and states DeCastris "made a credit card payment in which the funds were deposited into Respondent's account." (Ans.at ¶ 150).

On July 21, 2021, Respondent filed a complaint on DeCastris's behalf in small claims court for the landlord-tenant matter. (Ans. at par. 151). On April 12, 2022, Respondent filed a proof of service of summons that purported to be signed by a special process server named Rafael Ramirez. (Ans. at par. 152; Adm. Ex. 10 at 27-28). On May 19, 2022, relying on the proof of service Respondent filed, the court entered a default judgment in DeCastris's favor. (Ans. at par. 155).

DeCastris testified that Respondent never had a judgment order entered. When DeCastris asked why the judgment order had not been entered, Respondent blamed it on the courts, the court administrators, and the judge. (Tr. 128). For the entire summer of 2022, DeCastris tried to get Respondent to enter the judgment order. (Tr. 130). She testified that Respondent would not return her phone calls, texts, or emails, and he refused to accept certified mail from her. (Tr. 130). On the rare occasion when he would respond, his communication was "full of excuses and promises and lies." (Tr. 127). DeCastris wrote to Respondent and asked him to refund her fees, which he did not do. She has sued Respondent in small claims court. (Tr. 132).

DeCastris hired Attorney Gary Kardell in July 2022 to take over the landlord-tenant matter and paid him $1500 or $2000 for his representation. (Tr. 72, 88). Kardell made numerous attempts to contact Respondent, with no response. (Tr. 73). After Kardell took over the case, he obtained a judgment order for $7,000 plus costs and later obtained a garnishment order to satisfy the judgment. (Tr. 77-78). After the defendants' employers began garnishing the defendants' wages, the defendants moved to vacate the default judgment. The defendants asserted they had never been served and were unaware of DeCastris's lawsuit. (Tr. 75-79).

Kardell and DeCastris then investigated the proof of service of summons Respondent had filed. DeCastris testified she spent weeks trying to locate Rafael Ramirez, but neither she nor Kardell located anyone by that name who had served the complaint. (Tr. 131). Kardell served Respondent with a subpoena to appear at a hearing on the issue of service, but Respondent did not appear. (Tr. 81-82). Kardell was unable to rebut the defendants' attestations that they were never served. The court vacated the default judgment, finding that the proof of service Respondent filed was false and fraudulent and no service had taken place. (Tr. 82, 86, 87; Adm. Ex. 10 at 119). The case later went to trial, and a judgment of $9,700 was entered in DeCastris's favor. (Tr. 90).

C. Analysis and Conclusions

Rule 1.15(a)

The Administrator charged Respondent with failing to hold DeCastris's $2,000 retainer separate from his own property by failing to hold it in his client trust account. We find the Administrator proved this charge by clear and convincing evidence.

Respondent's fee agreement with DeCastris specifically provided that he would hold her retainer in his client trust account. Respondent's bank records show that a deposit of $2,393, the same amount DeCastris paid for the retainer and costs, was deposited in Respondent's operating account. While Respondent denies that he caused DeCastris's credit card payment to be deposited in his operating account, it was Respondent's responsibility to ensure that the DeCastris retainer fees, which remained her property until earned, were properly deposited in a client trust account regardless of the method of payment. Respondent failed to do so, in violation of Rule 1.15(a).

Rule 3.3(a)(1)

A lawyer shall not knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer. Ill. Rs. Prof'l Conduct R. 3.3(a)(1). The Administrator alleges that Respondent violated this rule by filing a false proof of service in the DeCastris landlord-tenant matter. We find the Administrator proved this charge by clear and convincing evidence.

After holding a hearing on the service of process issue, the Winnebago County circuit court found that Respondent filed a false and fraudulent proof of service and that no service had taken place. We may take judicial notice of a court's findings and consider them along with all of the other evidence when determining whether the Administrator proved misconduct. In re Owens, 144 Ill. 2d 372, 378-79, 581 N.E.2d 633 (1991); In re Duric, 2015PR00052, M.R. 030734 (May 18, 2021) (Hearing Bd. at 34-5). We give the court's findings substantial weight. In addition to the

court's findings, Respondent's refusal to have a judgment order entered and Kardell's and DeCastris's inability to locate a process server named Rafael Ramirez after an extensive search supports the conclusions that the defendants were not served, and Respondent knew they were not served. For these reasons, we find that Respondent knowingly made a false statement of fact to a tribunal by filing a false proof of service, in violation of Rule 3.3(a)(1).

Rule 8.4(c)

The Administrator alleges that Respondent engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation by filing the false proof of service. We find the Administrator proved this charge by clear and convincing evidence.

In making dishonesty findings, motive and intent "are rarely proved by direct evidence, but rather must be inferred from conduct and the surrounding circumstances." In re Edmonds, 2014 IL 117696, ¶ 54. We again give substantial weight to the circuit court's finding that Respondent's proof of service was false and fraudulent. In addition, Respondent's failure to enter a judgment order after repeated requests from DeCastris and his failure to comply with a subpoena to attend the hearing on proof of service are further circumstantial evidence that Respondent filed the proof of service with an intent to deceive and sought to avoid answering questions that would expose his deceitful conduct.

VII. In Count VIII, the Administrator alleges that Respondent violated Rule 8.1(b) by failing to respond to the Administrator's requests for information about a client matter and failing to comply with a subpoena to appear for a sworn statement.

A. Summary

Respondent's failure to respond to the Administrator's letters requesting information about one of his client matters and his failure to comply with a subpoena to appear for a sworn statement established a violation of Rule 8.1(b) by clear and convincing evidence.

B. Admitted Allegations

Respondent admits the Administrator sent him a letters on April 7, 2022 and May 5, 2022 that asked him to respond to allegations raised by a former client, Sadete Selmani. He further admits he did not respond to these letters. (Ans. at pars. 160-162).

On May 31, 2022, the Administrator served Respondent with a subpoena to appear by video conference for a sworn statement on June 30, 2022. Respondent admits he received the subpoena but did not appear. (Ans. at par. 163). He stated in his answer that he informed the ARDC of medical issues he was experiencing at the time. (Ans. at par. 163). On August 1, 2022, the ARDC served Respondent with another subpoena to appear for a sworn statement by video conference on August 16, 2022. At the start time of the sworn statement, Respondent called Counsel for the Administrator and asked for a continuance. Counsel for the Administrator agreed to continue the sworn statement until September 16, 2022. (Ans. at pars. 164-65). On that date, at the start time of the sworn statement, Respondent called Counsel for the Administrator and asked for another continuance. Counsel for the Administrator agreed to a continuance until November 1, 2022. (Ans. at par. 166). On November 1, 2022, Respondent again asked for a continuance at the time the deposition was scheduled to begin. (Ans. at par. 167). The Administrator alleges that Counsel for the Administrator did not agree to another continuance, but Respondent states in his answer that he believed the Administrator was going to subpoena his medical records and reschedule his sworn statement. (Ans. at par. 167).

C. Analysis and Conclusions

A lawyer in connection with a disciplinary matter shall not knowingly fail to respond to a lawful demand for information from a disciplinary authority. Ill. Rs. Prof'l Conduct R. 8.1(b). Based on Respondent's admissions that he did not respond to the Administrator's letters or comply with the subpoena to appear for a sworn statement, we find the Administrator proved by clear and

convincing evidence that Respondent violated Rule 8.1(b). While the Hearing Panel is sympathetic to any health-related challenges Respondent was experiencing, difficult personal circumstances do not excuse a lack of cooperation See In re Susman, 2018PR00080, M.R. 031343 (Nov. 23, 2022) (Hearing Bd. at 19); In re Bruno, 2014PR00006, M.R. 27476 (Sept. 21, 2015). Moreover, it appears that the Administrator attempted to accommodate Respondent by scheduling the sworn statements to take place remotely and rescheduling them multiple times, yet Respondent still did not cooperate. We do not find credible Respondent's representation that the Administrator agreed to a fourth continuance, particularly after Respondent cancelled at the last minute three times. Accordingly, we find that the Administrator proved by clear and convincing evidence that Respondent knowingly failed to respond to the Administrator's lawful demands for information, in violation of Rule 8.1(b).

EVIDENCE IN MITIGATION AND AGGRAVATION

Evidence Related to Substance Use

Respondent has indicated in pleadings that he has addiction and mental health issues that require treatment. Evidence was presented at hearing suggesting that Respondent might have had a substance use problem at the time of the misconduct. (Tr. 51-56; Adm. Ex. 14). However, we do not have sufficient evidence before us to substantiate Respondent's representations or establish a causal connection between the misconduct and a mental health condition or substance use disorder. Therefore, we do not give any weight in mitigation to the alleged substance use and/or mental health issues. That said, if Respondent is in need of assistance from a mental health professional, it is available from the Lawyers Assistance Program.

Aggravation

Judge Doherty indicated in his letter that the court referred Respondent to the 17th Circuit Peer Review Council to help Respondent remedy his lack of diligence. Judge Doherty was informed that the Council closed their file because Respondent did not respond to their outreach. (Adm. Ex. 13).

Respondent's clients testified that their experience with Respondent had negative financial and emotional impacts. Shaun O'Connor experienced financial difficulties from the falsified settlement check because he was not working and needed his settlement money to pay bills. Respondent left him with a negative opinion of lawyers, but O'Connor's new lawyer was very helpful and "turned [his] opinion around a little bit." (Tr. 101). Valeri DeCastris's experience with Respondent caused her a great deal of stress, made her feel disillusioned and nervous about attorneys, and caused her to have to pay to retain a new attorney. (Tr. 133-34). Respondent's neglect of Jordan Swanson's case caused him anxiety, affected him financially, and caused him to distrust attorneys. Because of Respondent's failure to pursue his case, Swanson had to pay some of his medical bills himself. (Tr. 113-14).

As a result of Respondent's conduct, Paul Marriett's reputation in the legal community suffered, and attorneys who previously referred cases to Marriett no longer do so. The amount of time Marriett had to spend cleaning up Respondent's cases adversely affected his family life and his professional life. (Tr. 67-68).

Prior Discipline

Respondent has no prior discipline.

RECOMMENDATION

A. Summary

Based on Respondent's extensive misconduct, much of which involved dishonesty, and the significant factors in aggravation, the Hearing Panel recommends that Respondent be disbarred.

B. Analysis and Conclusions

The purpose of the disciplinary process is not to punish attorneys, but to safeguard the public, maintain the integrity of the legal profession, and protect the administration of justice from reproach. Edmonds, 2014 IL 117696, ¶ 90. In determining our sanction recommendation, we consider the nature of the misconduct as well as any mitigating or aggravating factors. In re Gorecki, 208 Ill. 2d 350, 360-61, 802 N.E.2d 1194 (2003).

The proven misconduct was egregious. Dishonest conversion is one of the most serious types of misconduct an attorney can commit. When a lawyer converts funds to his own personal use, "he commits an act involving moral turpitude and, in the absence of mitigating circumstance, such conversion is a gross violation of the attorney's oath, calling for disbarment. In re Mehta, 08 CH 4 (Hearing Bd. at 31). Falsifying documents and making false statements to a tribunal and to clients are equally serious, as they demonstrate a fundamental lack of trustworthiness that reflects negatively on Respondent's fitness to practice. Our finding that two charges were not proven does not significantly impact our recommendation given the extremely serious nature of the proven charges.

There are several factors that aggravate Respondent's misconduct. An attorney's failure to appear for his hearing is an aggravating factor. In re Brody, 65 Ill. 2d 152, 156, 357 N.E.2d 498 (1976). Here, Respondent's failure to appear was part of a pattern of delay, including delaying his

deposition multiple times, moving to continue the hearing multiple times, and filing inadequate and less than credible motions close to the hearing date in an effort to obtain another continuance.

The harm Respondent caused his clients and third parties is another significant aggravating factor. Respondent caused financial harm to Oasis Financial whose loans have not been repaid, to Jeffries and Keller who remain responsible for the unpaid loans, to Shaun O'Connor who incurred a $5,000 debt because of his reliance on the falsified check Respondent gave him, to Valeri DeCastris who incurred additional attorney fees, and to Jordan Swanson who incurred medical expenses due to Respondent's neglect of his case. See In re Saladino, 71 Ill. 2d 263, 276, 375 N.E.2d 102 (1978). In further aggravation, Respondent has not made restitution. See In re Fox, 122 Ill. 2d 402, 410, 522 N.E.2d 1229 (1988). Respondent also caused his clients to suffer emotional distress and anxiety as a result of his lack of communication, neglect of their matters, and dishonesty.

There is minimal mitigation. Although Respondent filed an answer and attended pre-hearing conferences, he did not fully cooperate in this proceeding. He engaged in delay tactics and failed to appear at hearing. Therefore, the only mitigation for us to consider is Respondent's lack of prior discipline. This factor does not impact our recommendation, as it is far outweighed by the serious nature of the misconduct and the substantial aggravation.

The Administrator asks the panel to recommend disbarment and cites the following cases in which the attorneys were disbarred: In re Lynchey 2019PR00067, M.R. 030209 (March 13, 2020); and In re Rendler-Kaplan 2019PR00045, M.R. 030352 (May 18, 2020). The attorney in Lynchey converted $29,513.08 that he agreed to hold as earnest money for two real estate transactions and misrepresented that he had refunded the earnest money when he had not done so.

Like Respondent, Lynchey did not cooperate with the Administrator's investigation, nor did he appear for his disciplinary hearing.

In Rendler-Kaplan, the attorney converted approximately $15,000 in settlement funds that were owed to a lienholder, made misrepresentations about the status of the lien, neglected two client matters, failed to advise his client that a default judgment was entered against him, and caused a client's home to be sold at a tax sale because, while acting as trustee, he failed to pay the client's property taxes for five years. Similar to Respondent, Rendler-Kaplan did not make restitution. Rendler-Kaplan did not file an answer, but he did attend his disciplinary hearing.

Our research also revealed the following comparable cases. In In re Meacham 2016PR00018 M.R.028730 (Sept. 22, 2017), the attorney converted approximately $32,000 in settlement funds owed to a litigation lender, neglected two client matters, and submitted false documents and made a false statement to the ARDC. Similar to Respondent, Meacham engaged in a pattern of misconduct, failed to make restitution, and failed to fully cooperate with the ARDC. In In re Triplett, 05 CH 67, M.R.21016, Sept. 20, 2006), the attorney converted $17,500 from an estate, neglected four client matters, failed to return unearned fees in three matters, and failed to respond to the ARDC's requests for investigation. Triplett did not participate at all in his disciplinary proceeding, nor did he make restitution. Meacham and Triplett were both disbarred.

We find Meacham most similar to this matter and determine that Lynchey, Rendler-Kaplan, and Triplett also support a recommendation of disbarment. Even though Respondent converted a lesser amount of funds than the attorneys in the cited cases, his misconduct was significantly more extensive and involved multiple instances of falsifying documents.

In determining our recommendation, we are mindful of our responsibility to protect the public and the integrity of the profession. Nothing in the record before us gives us confidence that

Respondent accepts responsibility for his conduct and is willing or able to practice in conformance with ethical rules. We do not make a recommendation of disbarment lightly, but conclude it is warranted and consistent with discipline imposed in comparable cases. Accordingly, we recommend that Respondent, Adrian Murati, be disbarred.

Respectfully submitted,

Rhonda Salleé
Susan Cohen Levy
Willard O. Williamson

CERTIFICATION

I, Michelle M. Thome, Clerk of the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois and keeper of the records, hereby certifies that the foregoing is a true copy of the Report and Recommendation of the Hearing Board, approved by each Panel member, entered in the above entitled cause of record filed in my office on October 31, 2024.

/s/ Michelle M. Thome
Michelle M. Thome, Clerk of the
Attorney Registration and Disciplinary
Commission of the Supreme Court of Illinois

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[*] Charging paragraph 12 (c) of the Complaint erroneously cites to Rule 8.4(c), instead of Rule 8.4(d), in alleging that Respondent with engaged in conduct prejudicial to the administration of justice. It is clear from the allegations in Count I that Respondent is charged with engaging in conduct prejudicial to the administration of justice, so we find that this typographical error did not impact Respondent's notice of the allegations against him.