

**IN THE HEARING BOARD OF THE  
ILLINOIS ATTORNEY REGISTRATION  
AND DISCIPLINARY COMMISSION**

In the Matter of: )  
ANDJELKO GALIC, ) Commission No. 2026PR00024  
Respondent. )

**ANSWER TO COMPLAINT  
RESPONDENT'S ANSWER TO COUNT I**

1. Respondent admits that he was, at relevant times, a sole practitioner and sole owner of a law firm known as Andjelko Galic Law P.C. Respondent denies that he was based in Lisle, Illinois. Respondent admits that a substantial portion of his practice involved mortgage foreclosure defense, but denies that personal injury constituted a primary area of his practice.
2. Respondent admits that he maintained an attorney trust account at Chase Bank during the relevant period with an account number ending in 6938. Respondent admits that the account was entitled "Law Offices of Andjelko Galic IOLTA Trust Account." Respondent admits that the account was used to hold funds in connection with client matters and funds subject to client, third-party, fiduciary, or disputed interests. Respondent denies any characterization inconsistent with the fiduciary nature of the account, the disputed status of certain funds, or the existence of unresolved client, third-party, lien, judicial, and allocation issues affecting the account.
3. Respondent admits that K.G. filed a petition for dissolution of marriage in the Circuit Court of Cook County on or about November 25, 2013, that the matter was assigned case number 13D430598, and that the case was eventually assigned to the Honorable Fe Fernandez.
4. Respondent admits that he and K.G. contested numerous matters in the dissolution case, including issues relating to property, support, parenting, maintenance, and attorneys' fees.

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Respondent states that Paragraph 4 is incomplete because it does not identify other issues, disputes, motions, proceedings, court orders, and related litigation activity that occurred during the pendency of the domestic relations case.

5. Respondent admits that discovery occurred in the dissolution case. Respondent admits that, in or about June 2015, K.G.'s attorneys issued interrogatories to Respondent seeking financial information, including Interrogatory No. 6 as quoted in Paragraph 5. Respondent admits that he served signed answers to interrogatories on or about July 3, 2015, and that the verification stated that the answers were true, correct, and complete to the best of his knowledge and belief. Respondent admits that the answer to Interrogatory No. 6 stated "none." Respondent admits that discovery was closed on or about October 9, 2015. Respondent further states that contemporaneously with the interrogatory responses, he also served responses to Petitioner's Rule 214 requests for production and produced business-account bank statements responsive to the categories of documents requested. Respondent states that the Rule 214 requests specifically distinguished between business accounts, personal accounts, checking accounts, savings accounts, and investment accounts, but did not expressly request attorney trust account or IOLTA account records. Respondent further states that additional discovery-related proceedings, evidentiary matters, subpoenas, testimony, and litigation activity occurred thereafter, including during trial.

6. Respondent denies that his sworn declaration was knowingly false. Respondent admits that, at the time of the interrogatory answer, he maintained the IOLTA account referenced in Paragraph 2 and a law firm operating account ending in 9765. Respondent denies that his answer to Interrogatory No. 6 constituted a knowing false statement to the tribunal. Respondent further states that he understood the discovery requests and Interrogatory No. 6 as directed toward personal and business financial or investment accounts rather than fiduciary attorney trust accounts containing client and third-party funds. Respondent further states that the Rule 214 requests did not expressly request attorney trust account or IOLTA records and that he contemporaneously produced records relating to the law firm business operating account.

Respondent further states that his verification was expressly qualified to the best of his knowledge and belief.

7. Respondent denies the allegations of Paragraph 7. Respondent denies that he knew his declaration was false when made. Respondent admits that he received account statements for the IOLTA account and that the account contained funds connected to client matters. Respondent denies that he maintained client funds or earned fees in the account for the purpose of concealing income, misleading opposing counsel, or misleading the domestic relations court.

8. Respondent admits that Judge Fernandez presided over a contested trial that occurred on multiple non-consecutive dates beginning in January 2016 and ending in September 2016. Respondent admits that he testified regarding the existence of bank accounts at Chase Bank, including an IOLTA account. Respondent denies that such testimony establishes that he knowingly made a false statement, intentionally concealed information, or intentionally misled the court or opposing counsel regarding the nature or existence of the accounts or funds maintained therein.

9. Respondent admits that Judge Fernandez granted leave to issue a subpoena to Chase Bank. Respondent further states that records relating to the accounts at issue were thereafter obtained through subpoena and litigated during the course of the proceedings. Respondent denies any remaining allegations of Paragraph 9 inconsistent herewith. Respondent admits that Chase Bank produced records in response to subpoena. Respondent admits that records reflected a balance in the IOLTA account as of June 20, 2016. Respondent admits that funds in the IOLTA account related to client matters involving individuals identified by the initials R.D., S.H., and T.D. Respondent denies any allegation or implication that the funds were free from client interests, third-party claims, lien issues, fiduciary obligations, disputed ownership issues, or unresolved allocation issues.

10. Respondent admits that on January 6, 2017, Judge Fernandez entered a judgment of dissolution of marriage and memorandum order containing findings and directives relating to the IOLTA account and certain funds maintained therein. Respondent admits that the order contains

findings and conclusions concerning the allocation and characterization of certain funds in the IOLTA account. Respondent denies the allegations of Paragraph 10 to the extent they characterize disputed findings, disputed allocation issues, or conclusions from the domestic relations case as established facts for purposes of this disciplinary proceeding, including any allegation that specific funds were conclusively attributable to particular client matters as alleged. Respondent further denies any characterization inconsistent with the existence of ongoing fiduciary obligations, unresolved client and third-party interests, litigation-related expenses, appellate bond or stay-related deposits, lien issues, disputed entitlement, and continuing legal and judicial proceedings affecting the account and funds.

11. Respondent admits that the January 6, 2017 memorandum order contains findings and directives concerning child support, attorneys' fees, and restrictions on withdrawal, transfer, or disbursement of certain funds in the IOLTA account. Respondent denies that such findings and directives constitute conclusive proof of misconduct for purposes of this disciplinary proceeding. Respondent further denies that the findings referenced in Paragraph 11 accurately or completely reflected the testimony, documentary evidence, and explanations presented during the domestic relations proceedings concerning the nature, ownership, status, and purpose of the funds maintained in the IOLTA account, including funds held for litigation-related purposes, appellate stay or bond-related purposes, client matters, third-party interests, and unresolved fiduciary obligations.

12. Respondent admits that an order was entered on or about January 31, 2017 directing Chase Bank to turn over funds from the IOLTA account. Respondent further states that posttrial proceedings and motions concerning the judgment and related issues remained pending thereafter and that additional orders were later entered in February 2017. Respondent admits that Chase Bank ultimately turned over funds pursuant to court order. Respondent denies any allegation or implication that the turnover proceedings resolved the disputed client-specific allocation, lien, fiduciary, entitlement, or judicial issues affecting the funds or that Respondent intentionally failed to comply with any ethical obligation.

13. Respondent denies the allegations of Paragraph 13 and each subpart thereof.
- 13(a). Respondent denies that he knowingly made a false statement of fact or law to a tribunal in violation of Rule 3.3(a)(1).
- 13(b). Respondent denies that he unlawfully obstructed another party's access to evidence in violation of Rule 3.4(a).
- 13(c). Respondent denies that he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c).
- 13(d). Respondent denies that he engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4(d).

### **AFFIRMATIVE DEFENSES TO COUNT I**

1. The interrogatory referenced in Count I was ambiguous and reasonably subject to interpretation as applied to attorney trust accounts, fiduciary accounts, client funds, third-party funds, disputed funds, and funds not held by Respondent in his individual capacity.
2. The original written discovery requests did not expressly request attorney trust account or IOLTA records despite specifically identifying and distinguishing other categories of accounts and financial records.
3. Respondent's verification of the discovery responses was expressly qualified to the best of his knowledge and belief.
4. The IOLTA account and funds maintained therein were subject to client interests, third-party interests, fiduciary obligations, lien issues, disputed entitlement, judicial proceedings, restraints, and unresolved allocation issues materially affecting the characterization of the account and funds.
5. Respondent did not intentionally conceal, knowingly misrepresent, or knowingly make a false statement concerning the existence, nature, status, or characterization of the IOLTA account or funds maintained therein.
6. The existence, nature, and status of the IOLTA account became the subject of testimony,

subpoena proceedings, court proceedings, and litigation in the domestic relations case. Respondent disclosed the existence of the IOLTA account during testimony, after which subpoena proceedings were authorized and the records were obtained through ordinary judicial discovery procedures, which is inconsistent with any claim that Respondent intentionally concealed the account from the tribunal.

WHEREFORE, Respondent respectfully requests that the Hearing Board deny the relief requested in Count I and enter findings in favor of Respondent and against the Administrator on Count I.

#### **ANSWER TO COUNT II**

14. Respondent admits that S.H. was involved in a motor vehicle collision in Chicago on or about January 22, 2011. Respondent admits that S.H. sustained injuries and incurred medical expenses.

15. Respondent admits that F.H., as S.H.'s mother, retained Respondent in connection with claims arising from the motor vehicle collision. Respondent admits that the representation involved a contingent fee agreement. Respondent denies any allegation inconsistent with the written fee agreement, applicable law, the circumstances of the representation, or the unresolved lien and settlement issues affecting the matter.

16. Respondent admits that he received notice of Advocate Illinois Masonic Medical Center's claimed hospital lien. Respondent denies any characterization inconsistent with the contents, amount, validity, enforceability, priority, or legal effect of the lien notice itself.

17. Respondent admits that he filed a personal injury action on S.H.'s behalf in the Circuit Court of Cook County against individuals identified by the initials F.C. and O.C.

18. Respondent admits that settlement agreements were reached with O.C. and F.C. in or about November 2014 in the amounts alleged. Respondent admits that the court dismissed the

case with prejudice while retaining jurisdiction for supplemental proceedings. Respondent states that the settlement with F.C. was not funded and that the recovery remained incomplete.

Respondent denies any allegation inconsistent with the actual settlement documents, the incomplete recovery, the lien issues, and the circumstances affecting distribution.

19. Respondent admits that he received and deposited the \$59,117.66 State Farm settlement check relating to the O.C. settlement into his IOLTA account. Respondent states that a check relating to the F.C. settlement was returned because it was not properly issued and that Respondent never thereafter received a properly issued replacement check. Respondent denies any allegation inconsistent with the incomplete status of the F.C. settlement recovery.

20. Respondent admits that, between September 24, 2015 and January 6, 2017, no final distribution of S.H.'s settlement funds was made to S.H., no final transfer of Respondent's fee was made from the IOLTA account, no motion to adjudicate Advocate's claimed lien was filed, and no motion to compel F.C.'s settlement payment was filed. Respondent denies that these circumstances constituted incompetence, lack of diligence, improper withholding of funds, commingling with wrongful intent, or any intentional disregard of obligations owed to S.H. Respondent further states that, prior to September 2015, Judge Fernandez entered orders restricting or enjoining disbursement or transfer of funds from the IOLTA account, after which Respondent ceased transacting business through that account. Respondent states that the matter involved unresolved lien issues, incomplete settlement recovery, disputed entitlement and distribution issues, subsequent termination of the attorney-client relationship, attempted settlement resolution, and later court-imposed restraints, turnover proceedings, citation proceedings, and continuing litigation materially affecting Respondent's ability to unilaterally resolve or distribute the funds.

21. Respondent admits that, as of April 7, 2026, no final distribution of S.H.'s settlement funds had occurred, no motion had been filed in S.H.'s Circuit Court case to adjudicate Illinois Masonic's claimed lien, and no motion had been filed to enforce the F.C. settlement agreement. Respondent denies that these circumstances resulted from abandonment, intentional misconduct,

conversion, dishonesty, or intentional disregard of duties owed to S.H. Respondent further states that judicial intervention, continuing litigation, appellate proceedings, unresolved lien issues, incomplete recovery, unresolved allocation of funds removed from the IOLTA account pursuant to court orders, and complications affecting related proceedings materially impacted the ability to fully resolve the matter.

22. Respondent denies the allegations of Paragraph 22 and each subpart thereof.

22(a). Respondent denies that he failed to provide competent representation in violation of Rule 1.1.

22(b). Respondent denies that he failed to act with diligence and promptness in violation of Rule 1.3.

22(c). Respondent denies that he failed to hold funds of clients or third persons separate from his own funds in violation of Rule 1.15(b).

22(d). Respondent denies that he failed to promptly deliver funds to a client or third person in violation of Rule 1.15(e).

WHEREFORE, Respondent respectfully requests that the Hearing Board deny the relief requested in Count II and enter findings in favor of Respondent and against the Administrator on Count II.

### **ANSWER TO COUNT III**

23. Respondent admits that, on or about 2008, the City of Chicago demolished a single-family home belonging to T.D. Respondent admits that attorney Jeffrey Gutman filed a complaint on T.D.'s behalf against the City of Chicago in the Circuit Court of Cook County on or about July 27, 2009.

24. Respondent admits that he agreed to represent T.D. in the pending action against the City of Chicago and that the representation involved a contingent fee agreement. Respondent admits that he entered his appearance as T.D.'s attorney on or about December 1, 2011, replacing Mr.

Gutman. Respondent denies any allegation inconsistent with the actual representation agreement, expenses, costs, lien or third-party obligations, and circumstances affecting the representation.

25. Respondent admits that, on or about May 29, 2013, he dismissed T.D.'s pending suit against the City of Chicago without prejudice. Respondent denies any allegation inconsistent with the applicable statutory refiling period and governing Illinois law.

26. Respondent admits that, on or about May 29, 2014, he refiled T.D.'s suit against the City of Chicago and that the matter was assigned to the Honorable John P. Callahan.

27. Respondent admits that T.D. and the City of Chicago agreed to a settlement of \$22,500. Respondent further states that the City of Chicago dismissed a counterclaim asserted against T.D. in connection with the settlement proceedings. Respondent admits that a retained expert was owed \$4,468 from the settlement funds. Respondent admits that the fee agreement provided for a contingent fee. Respondent further states that disputes and unresolved issues existed concerning the effect and value of the dismissed counterclaim, allocation of the contingent fee, and claims relating to labor, repairs, or work allegedly performed by T.D. and his brother on the subject property, all of which materially affected the timing and circumstances of any final distribution. Respondent denies any allegation inconsistent with the actual fee agreement, expenses, obligations, disputed claims, and circumstances affecting distribution.

28. Respondent admits that he received a \$22,500 settlement check from the City of Chicago and deposited it into his IOLTA account on or about February 26, 2016. Respondent admits that he paid the retained expert \$4,468 from the IOLTA account on or about June 3, 2016. Respondent further states that the payment to the retained expert was made with the knowledge, consent, and authorization of the client.

29. Respondent admits that no final distribution of the remaining T.D. settlement funds had occurred as of the dates alleged. Respondent denies that the circumstances resulted from intentional misconduct, conversion, dishonesty, or disregard of fiduciary obligations. Respondent states that the funds became subject to court-imposed restraints, turnover proceedings, citation proceedings, appellate proceedings, and continuing litigation materially affecting Respondent's

ability to unilaterally access, allocate, distribute, or resolve the remaining funds. Respondent further states that funds removed from the IOLTA account pursuant to domestic relations court orders were not allocated among affected client matters, creating continuing uncertainty regarding allocation of remaining balances and affecting Respondent's ability to make unilateral distributions without risking prejudice to other client or third-party interests.

30. Respondent denies the allegations of Paragraph 30 and each subpart thereof.

30(a). Respondent denies that he failed to hold funds of clients or third persons separate from his own funds in violation of Rule 1.15(b).

30(b). Respondent denies that he failed to promptly deliver funds to a client or third person in violation of Rule 1.15(e).

WHEREFORE, Respondent respectfully requests that the Hearing Board deny the relief requested in Count III and enter findings in favor of Respondent and against the Administrator on Count III.

### **AFFIRMATIVE DEFENSES TO COUNTS II AND III**

1. The funds referenced in Counts II and III were affected by unresolved lien issues, incomplete settlement recovery, client and third-party interests, disputed entitlement, and unresolved allocation issues.

2. The funds referenced in Counts II and III became subject to judicial orders, court-imposed restraints, turnover proceedings, citation proceedings, appellate proceedings, and related litigation materially affecting Respondent's ability to unilaterally access, allocate, distribute, or resolve the funds.

3. Court-authorized removals and restraints affecting the IOLTA account were not allocated among individual client matters by the domestic relations court, creating continuing uncertainty regarding entitlement to remaining balances and materially affecting Respondent's ability to make unilateral distributions without risking breach of fiduciary duties owed to clients or third

parties.

4. Any delay or inability to fully resolve or distribute the matters referenced in Counts II and III resulted in substantial part from unresolved liens, incomplete recovery, continuing judicial proceedings, restraints, unresolved allocation issues, appellate complications, and procedural circumstances beyond Respondent's unilateral control.

5. Respondent did not intentionally convert client funds, intentionally disregard client or third-party interests, or intentionally cause client loss.

6. Clients identified in Counts II and III, including S.H. and T.D., asserted or attempted to assert interests concerning funds maintained in the IOLTA account during the domestic relations proceedings, further demonstrating the disputed and fiduciary nature of the funds and allocation issues affecting the account.

WHEREFORE, Respondent respectfully requests that findings be entered in his favor and against the Administrator on Counts II and III.

Respectfully submitted,

/s/ Andjelko Galic

Andjelko Galic

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## **CERTIFICATE OF SERVICE**

The undersigned certifies that on May 18, 2026, a copy of the foregoing Answer and Affirmative Defenses to the Complaint was served upon counsel for the Administrator, Richard Gleason and Morgan Handwerker, via electronic mail at [rgleason@iardc.org](mailto:rgleason@iardc.org) and [mhandwerker@iardc.org](mailto:mhandwerker@iardc.org).

/s/ Andjelko Galic

Andjelko Galic

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