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

In the Matter of: RICHARD MONTGOMERY CRAIG, Attorney-Respondent, No. 6211342.	Commission No. 2026PR00052

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Richard Gleason, pursuant to Supreme Court Rule 753(b), complains of Respondent, Richard Montgomery Craig, who was licensed to practice law in Illinois on November 5, 1992, 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 alleged in this complaint, Respondent was a sole practitioner in Chicago with a practice styled as “The Law Offices of Richard M. Craig” (“Respondent’s firm”). Respondent concentrated his practice in the representation of claimants in personal injury matters and clients in commercial litigation matters.

2. At all times alleged in this complaint, Respondent was the sole signatory on an IOLTA checking account at JPMorgan Chase Bank ending with the four digits 2629 (“IOLTA account”). The IOLTA account was entitled “Law Offices of Richard M. Craig PC IOLTA Trust Account,” and Respondent used the IOLTA account as a depository of funds belonging, presently or potentially, to the firm’s clients, to other third parties, or to Respondent.

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3. At all times alleged in this complaint, Respondent also maintained a Chase Bank operating account ending in the four digits 2611, which was entitled "Law Offices of Richard M. Craig PC" ("operating account"), which Respondent used to pay for expenses related to the firm's business and for his own business and personal purposes.

COUNT I

(*Conflict of Interest, Disclosure of a Client's Confidential Information, Unauthorized Settlement, Dishonest Conversion of $574,096, and Conduct Prejudicial to the Administration of Justice – Wrongful Death Matter*)

A. *Respondent Agrees to Represent a Decedent's Estate in a Wrongful Death Claim*

4. On July 1, 2020, an individual was transferred to the University of Illinois Medical Center in Chicago ("UIC Medical Center") from an outside hospital for emergency medical treatment. Between July 1, 2020, and July 11, 2020, the individual received treatment from staff at UIC Medical Center. On July 11, 2020, the individual died. When the individual ("the decedent") died, they were intestate.

5. On or about September 11, 2020, Respondent, attorney Ted McNabola, and the decedent's sibling, an individual with the initials "A.C.," agreed that Respondent and Mr. McNabola would represent A.C. as the administrator of her sibling's estate relating to the events described in paragraph four, above. Respondent, Mr. McNabola, and A.C. agreed that the attorneys' receipt of a fee would be contingent upon the estate of the decedent receiving an award or settlement, and that Respondent and Mr. McNabola would receive a combined one-third of any recovery from the responsible parties or their insurers as their fee, plus any costs or expenses that they incurred.

6. Respondent and Mr. McNabola did not disclose to A.C. how the lawyers would divide a potential fee amongst themselves, but they agreed between themselves that Respondent

would receive the entire contingency fee and perform the majority of the work on the matter, and that Mr. McNabola would receive reimbursement for any expenses he incurred.

B. *Respondent Arranges for the Opening of the Decedent's Estate*

7. At all times alleged in this complaint, Chapter 740, Section 180/2 of the Illinois Compiled Statutes required that any wrongful death action be brought in the name of the personal representative of the deceased person.

8. At all times alleged in this complaint, Chapter 755, Section 5/9-2 of the Illinois Compiled Statutes permitted a person to petition for and receive letters of administration from a probate court, which would permit that person to act as the administrator of a decedent's estate. Chapter 755, Section 5/9-4 required that the petition seeking letters of administration be filed in the county where the decedent resided prior to their death.

9. At all times alleged in this complaint, Chapter 705, Section 505/8(d) of the Illinois Compiled Statutes required that any claim against the State of Illinois sounding in tort be filed in the Illinois Court of Claims.

10. Even though A.C. had not yet been appointed the representative of her sibling's estate by any court, on July 8, 2021, Respondent filed a complaint before the Illinois Court of Claims purportedly on behalf of the decedent's estate. Respondent named the Board of Regents of the University of Illinois, doing business as University of Illinois Medical Center at Chicago, as the defendant. The Clerk of the Court of Claims assigned the matter a case number, and between July 19, 2021, and July 29, 2024, the Court of Claims case was placed on general continuance status.

11. On or before August 17, 2021, Respondent engaged attorney Melinda Martin, who focused her practice in probate matters, to file a petition seeking letters of administration in the

Circuit Court of Lake County, where the decedent resided prior to their death. Respondent instructed Ms. Martin to seek letters of administration naming A.C. as independent administrator of the decedent's estate.

12. On August 17, 2021, acting on Respondent's instructions, Ms. Martin filed a petition to open the estate of the decedent, and the Clerk of the Circuit Court of Lake County docketed the matter and assigned it a case number ("the probate case"). On August 19, 2021, Ms. Martin filed a document entitled "affidavit of heirship/no surviving spouse or descendants" and a petition for the appointment of A.C. as independent administrator of the decedent's estate in the probate case.

13. On September 16, 2021, the Hon. Erin Cartwright Weinstein entered an order in the probate case appointing A.C. as independent administrator of the decedent's estate. On that same date, Judge Weinstein entered an order declaring heirship, finding that the only heirs to the decedent's estate were A.C. and A.C.'s and the decedent's brother. Judge Weinstein further ordered that Ms. Martin file a status report in the probate matter on or before November 16, 2022.

B. *Respondent Obtains a Litigation Loan Without his Client's Informed Consent*

14. On November 9, 2021, Respondent entered into a loan agreement with Preferred Capital Funding, LLC ("Preferred Capital Funding"), a company which provided pre-settlement loans to plaintiffs and plaintiffs' counsel in personal injury cases. By the terms of the loan, Respondent received $100,000 from Preferred Capital Funding at an annual interest rate of 39.95%. The terms of the loan further provided that Respondent's repayment of the loan was secured by his expected fee from the proceeds or award in the decedent's claim. Respondent's repayment of the loan was further secured by Respondent's personal guaranty. The terms of the loan further provided that Respondent would use the proceeds of the loan for his business purposes.

15. In connection with his application for the loan from Preferred Capital Lending, Respondent provided Preferred Capital Lending with confidential information relating to the decedent's and A.C.'s legal matter, including medical records relating to the decedent's medical treatment. At no time did Respondent inform A.C. that he had applied for and received the loan, let alone communicate with A.C. before providing that medical information to Preferred Capital Funding.

16. On November 9, 2021, Respondent provided Preferred Capital Funding with a direct deposit authorization form, which instructed Preferred Capital Lending to deposit the proceeds of the loan directly in his IOLTA account. On that same day, Preferred Capital Lending caused the $100,000 loan proceeds to be deposited directly into Respondent's IOLTA account. Prior to receiving the $100,000 loan proceeds from Preferred Capital Lending on November 9, 2021, the balance in Respondent's IOLTA account was $20.75.

17. Contrary to the terms of the loan as set forth in paragraph 14, above, Respondent did not use the proceeds of the loan solely for business purposes, but instead used the funds to pay off balances on his personal credit cards and for costs and fees relating to his son's college education. On November 30, 2021, Respondent drew the balance of his IOLTA account to $10,020.75, and on January 26, 2022, he drew the balance in his IOLTA account to $31.11.

18. Respondent's receipt of the loan funds, the accruing interest on the loan, and his personal liability for the loan's repayment resulted in a concurrent conflict of interest, because there existed a significant risk that his interest in resolving the estate's claims against UIC Medical Center as quickly as possible so as to reduce his payment obligations on the loan conflicted with the estate's interest in persisting in litigation of the claims if that were required so as to achieve the greatest possible recovery for the estate.

C. *Respondent Files Law Division Wrongful Death Suit*

19. On April 20, 2022, Respondent filed a three-count complaint in the Law Division of the Circuit Court of Cook County on behalf of decedent's estate against three UIC medical providers pursuant to the Illinois Wrongful Death Act, Chapter 740, Section 180 *et seq*. of the Illinois Compiled Statutes. Each count alleged that the medical negligence of the medical provider named in the count caused the decedent's death. The clerk of the court docketed the matter and assigned it a case number ("the Law Division case"). The matter was initially assigned to the court call of the Honorable Karen O'Malley.

20. By August 9, 2022, all named defendants had entered appearances on the Law Division case through their respective attorneys. The law firm of Donohue Brown Matthewson & Smyth, LLC entered its appearance on behalf of two of the named defendants, and the law firm of Stamos & Trucco, LLP entered its appearance on behalf of the third named defendant.

21. On September 13, 2022, the parties in the Law Division case appeared before Judge O'Malley for a case management conference, and Judge O'Malley entered an order requiring that all discovery be completed by April 22, 2024.

22. Separately, on November 16, 2022, Ms. Martin filed a report to the court in the Lake County probate case. In the report, Ms. Martin conveyed to the court the information Respondent had provided her about the decedent's wrongful death case that had been filed in the Law Division in the Circuit Court of Cook County, including that the estate had been opened solely for the purpose of the pursuit of the wrongful death claims, that she had communicated with Respondent who was the attorney responsible for the matter, that the parties were engaged in discovery, and that all named defendants had been served.

23. On June 20, 2023, the Honorable Nichole Patton entered an amended case management order in the Law Division case, requiring that all discovery be completed by May 31, 2024. On or about July 21, 2023, the parties to the Law Division case determined to enter into mediation in an attempt to resolve the matter.

24. On or about December 20, 2023, the parties in the Law Division case participated in mediation that was conducted via Zoom. A.C. participated in the mediation. By the conclusion of the mediation, the parties were unable to come to a settlement agreement.

D. *Respondent Enters into Fraudulent Settlement*

25. After the mediation, and prior to June 20, 2024—without the authority of A.C. and without notifying Mr. McNabola—Respondent purported to enter into a settlement agreement with the Board of Trustees of the University of Illinois, the named defendant in the Illinois Court of Claims case described in paragraph ten, above. As part of the purported settlement, the Board of Trustees agreed to pay $575,000 to Respondent and A.C., as administrator of the decedent's estate. In exchange, A.C., on the estate's behalf, would release and waive all claims against the Board of Trustees and all of its employees and agents, which would include the three medical providers named in the pending Law Division case. Further, Respondent, on A.C.'s behalf, would permit the defendants' attorneys to obtain orders in the Court of Claims and in the Law Division dismissing each case with prejudice.

26. On June 20, 2024, based on their incorrect belief that Respondent had the estate's authority to enter into the purported settlement agreement, attorneys for the defendants obtained a dismissal order in the Law Division case.

27. On July 29, 2024—without the authority of A.C. and without notifying Mr. McNabola—Respondent affixed his electronic signature and the purported electronic signature of

A.C. on a written settlement agreement and release provided by attorneys for the defendants, which contained the terms described in paragraph 25, above. After affixing his electronic signature and the purported signature of A.C., Respondent sent the purportedly-executed agreement to defense counsel.

28. On July 29, 2024, based on their incorrect belief that Respondent had the estate's authority to enter into the purported settlement agreement, counsel for the defendants presented a joint order for entry to the Illinois Court of Claims, dismissing the case with prejudice, which the Court of Claims entered shortly thereafter.

29. On or about August 13, 2024, Respondent received University of Illinois check number 3866314 in the amount of $575,000, which had been made payable to Respondent and A.C. as the administrator of the decedent's estate, in satisfaction of the purported settlement. Respondent did not disclose to either A.C. or to Mr. McNabola that he received the check, or that he had entered into a settlement agreement on A.C.'s behalf.

30. On or about August 22, 2024, without the knowledge or authority of A.C., Respondent affixed his own signature and then A.C.'s purported signature to the back of University of Illinois check number 3866314, and then deposited the check proceeds into his IOLTA account.

E. *Respondent's Dishonest Conversion of Settlement Funds and Conduct Prejudicial to the Administration of Justice*

31. At all times alleged in this complaint, Chapter 740, Section 180/2(b) of the Illinois Compiled Statutes provided that any amount recovered through a wrongful death action:

> shall be distributed by the court in which the cause of action is heard or, in the case of an agreed settlement, by the circuit court, to each of the surviving spouse and next of kin of such deceased person in the proportion, as determined by the court, that the percentage of

> such person upon the deceased bears to the sum of the percentages of dependency of all such persons upon the deceased person.

32. At all times alleged in this complaint, Local Rule 6.5(1)(a) of the Circuit Court of Cook County provided that, for cases involving actions for wrongful death or for personal injury brought by a representative on behalf of a decedent's estate, the judge hearing the case:

> upon the approval of a settlement as fair and reasonable or upon entry of a judgment, shall adjudicate liens, determine the expenses, including attorneys' compensation, to be deducted from the settlement or judgment and shall determine the net amount distributable to each person entitled thereto pursuant to the provisions of the Wrongful Death Act or the Probate Act.

33. At all times alleged in this complaint, Local Rule 5-3.23 of the Circuit Court of Lake County provided for the procedures for settlement of personal injury and survival actions in probate court. Rule 5-3.23(A) provided:

> each petition for leave to settle a cause of action for personal injuries sustained by a minor or person with a disability, or a survival action on behalf of a deceased person whose estate is in the course of administration, when no separate suit is pending, shall be executed by the representative. The attorney for the representative shall certify in writing as part of the petition that, in his opinion, based upon the law and the acts and law applicable thereto, the proposed settlement is just and proper.

34. As of August 22, 2024, Respondent had not notified A.C. that he had received the $575,000 in purported settlement funds, nor had he sought the approval of the purported settlement from the Circuit Court of Cook County, nor the approval of the purported settlement from the probate court in the Circuit Court of Lake County. Therefore, Respondent was required to maintain $575,000 on behalf of the decedent's estate until he obtained approval from the courts and authorization from A.C.

35. As of September, 2024, the balance of Respondent's loan from Preferred Capital Funding, plus accrued interest, had increased to approximately $195,000. On September 3, 2024,

without authority from A.C. and without notifying Mr. McNabola, Respondent wire-transferred $195,010.23 from his IOLTA account to Preferred Capital Funding in full repayment of his loan.

36. As of June 20, 2025, Respondent had petitioned neither the Circuit Court of Cook County nor the probate court in the Circuit Court of Lake County for approval of the purported settlement. Respondent did not petition for court approval of the purported settlement because he had not told A.C. that he had purported to settle the case on her behalf, and because he wanted to avoid a court's scrutiny of his distribution to himself of the purported settlement funds.

37. On June 20, 2025, Respondent drew the balance in his IOLTA account to $44 by writing checks on the account, or making other transfers, in payment of his business or personal obligations.

38. As of June 20, 2025, Respondent had used $574,956 of purported settlement funds that had had received for the decedent's estate, without authority, for his own business or personal purposes. Respondent's use of those funds constitutes conversion.

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

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

a. failing to abide by a client's decision on whether to settle a matter, by conduct including accepting an offer of settlement without first consulting and obtaining authority from A.C. or the court, in violation of Rule 1.2(a) of the Illinois Rules of Professional Conduct (2010);

b. failing to prepare or provide to the client a written statement stating the outcome of the matter and showing the remittance to the client or the probate court and the method of its determination, in violation of Rule 1.5(d)(2) of the Illinois Rules of Professional Conduct (2010);

c. Revealing information relating to the representation of a client, without obtaining the client's informed consent, by conduct including disclosing to Preferred Capital Lending facts about the decedent's medical condition and the pendency of the litigation relating to the decedent's death, without obtaining A.C.'s informed consent, in violation of Rule 1.6(a) of the Illinois Rules of Professional Conduct (2010);

d. Engaging in a concurrent conflict of interest where there was a significant risk that the representation of a client will be materially limited by the personal interests of a lawyer, by conduct including obtaining a loan from Preferred Capital Lending for which he was personally liable and which was collateralized by his receipt of fees on the decedent's matter, without obtaining informed consent from his client, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010);

e. 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: (1) failing to hold funds belonging to the estate, to any lienholders, or to third parties, separate from Respondent's own property, and (2) using at least $574,956 of purported settlement funds relating to the estate for Respondent's own personal and business purposes, without authority, causing the balance in his IOLTA account to fall below the amount then belonging to the estate, to its lienholders, or to third parties, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

f. failing to promptly deliver to the client or third person any funds that the client or third person is entitled to receive, by conduct including failing to promptly deliver the $575,000 of purported settlement funds that the estate, A.C., and any lienholders or third parties were entitled to receive, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010);

g. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by signing A.C.'s name to the settlement release and to the back of UIC check number 3866314 without A.C.'s knowledge or authority, and by knowingly using $575,000 received on behalf of the estate for Respondent's own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010); and

h. engaging in conduct prejudicial to the administration of justice, by conduct including electing not to comply with court rules to seek the approval of the purported settlement prior to using the funds, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(*Commingling by Depositing Settlement Funds into an Operating Account and Dishonest Conversion of $60,000 of Funds*)

41. On March 25, 2024, Honig Realty, Inc., an Illinois real estate brokerage firm doing business as Coldwell Banker Real Estate Group ("Honig"), through counsel Kavanaugh Grumley & Gorbold, LLC ("KGG"), filed a complaint against D'Aprile Properties, LLC, and two individuals (in aggregate, "D'Aprile") in the Circuit Court of Will County, which was docketed as case number 2024 LA 251.

42. Prior to April 23, 2024, Respondent agreed to represent D'Aprile in the matter. On April 23, 2024, on behalf of D'Aprile, Respondent entered into a written and fully-executed settlement agreement with Honig. As part of the settlement agreement, Respondent agreed to receive $30,000 in his IOLTA account, paid by Honig. The settlement agreement further provided that Respondent would hold those funds in escrow, on behalf of Honig, and disburse them to KGG upon KGG's presentment of its invoices, and until the funds were exhausted.

43. On or about May 17, 2024, Honig caused to be delivered to Respondent its check number 315487428 in the amount of $30,000, which had been made payable to the Law Offices of Richard M. Craig, P.C., in satisfaction of its obligation pursuant to the settlement agreement

described in paragraph 42, above. On or about May 23, 2024, Respondent deposited the $30,000 settlement check into his operating account.

44. On June 7, 2024, prior to receiving any invoice or making any payment to KGG, Respondent overdrew his operating account by writing checks on the account, or making other transfers, in payment of his business or personal obligations.

45. As of June 7, 2024, Respondent had used, for his own business or personal purposes, without notice to or authority from Honig, $30,000 of Honig's funds which were intended to pay KGG. Respondent's use of those funds constitutes conversion.

46. At the time Respondent engaged in the conversion of the funds described in paragraph 45, above, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

47. On or about August 15, 2024, Honig mistakenly caused to be delivered to Respondent a second check, check number 315487426, also in the amount of $30,000, which had been made payable to the Law Offices of Richard M. Craig, P.C. ("the second Honig check"). Respondent knew when he received the second Honig check that the payment had been made in error, that he had no authority to deposit the second Honig check into his own account, and that he did not have any claim to the check's proceeds. Still, on that date, Respondent deposited the second Honig check into his operating account.

48. On September 11, 2024, Respondent overdrew his operating account by writing checks on the account, or making other transfers, in payment of his business or personal obligations.

49. As of September 11, 2024, Respondent had used, for his own business or personal purposes, without notice to or authority from Honig, $30,000 of funds which he had received from Honig in error. Respondent's use of those funds constitutes conversion.

50. At the time Respondent engaged in conversion of the funds from the second Honig check, as described in paragraph 49, above, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

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

a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including: (1) depositing the $60,000 in Honig funds, as described in paragraphs 41 and 44, above, into his operating account, and (2) converting $60,000 of Honig's funds, as described in paragraphs 43 and 46, above, to Respondent's own use and causing the balance in his operating account ending in 2611 to fall below the amount designated to pay KGG, 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 any funds that the client or third person is entitled to receive, by conduct including failing to promptly deliver the $30,000 in settlement funds intended to pay KGG's legal fees and the additional $30,000 of settlement funds that he had received in error for which Honig was entitled to a refund, 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 knowingly using $60,000 of Honig's 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 III

(*Dishonest Conversion of $21,000 in Personal Injury Matter – S.K.*)

52. On or about October 16, 2018, while a pedestrian, an individual with the initials "S.K." was struck by a vehicle owned by Blue Ribbon Taxi Association ("Blue Ribbon"). As a result of the collision, S.K. sustained injuries and incurred medical expenses.

53. Prior to June 11, 2020, S.K. and Respondent agreed that Respondent would represent S.K. in matters relating to the incident described in paragraph 52, above. Respondent and S.K. agreed that Respondent's receipt of a fee would be contingent upon S.K. receiving an award or settlement from the responsible party or their insurer, and that Respondent would receive one-third of any recovery as his fee, plus any costs and expenses that he incurred, and forty percent of any recovery if Respondent filed a lawsuit on S.K.'s behalf.

54. On June 11, 2020, Respondent filed a complaint on behalf of S.K. in the Circuit Court of Cook County. The Clerk of the Circuit Court of Cook County docketed the case and assigned it a case number.

55. Prior to January 25, 2024, the parties agreed to a settlement of the lawsuit described in paragraph 54, above, for a total settlement amount of $35,000. Pursuant to his fee agreement with S.K., Respondent was entitled to no more than $14,000 as his legal fee, plus an additional $3,556.88 for costs and expenses relating to the representation.

56. Pursuant to the settlement, on May 6, 2024, First Chicago Insurance Company, the defendant's insurer, issued check number 87952 in the amount of $35,000, which had been made payable to Respondent's law firm and S.K. On or about May 11, 2024, Respondent deposited the check into his IOLTA account.

57. On May 23, 2024, prior to any payment to S.K. or any third party, Respondent drew the balance in his IOLTA account to $18.13 by writing checks on the account, or making other transfers, in payment of his business or personal obligations.

58. As of May 23, 2024, Respondent had used $21,709.86 of settlement funds he received on behalf of S.K. for his own business or personal purposes without notice to, or authority from, S.K. or any of their lien holders. Respondent's use of those funds constitutes conversion.

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

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

a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including, converting $21,709.86 in settlement funds intended for S.K. or her third-party medical providers, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting $21,709.86 of S.K.'s settlement funds for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV
(*Dishonest Conversion of $1,541.78 in Tax Escrow Funds – Hawthorne Court Property*)

62. Prior to April 10, 2024, Respondent agreed to represent the seller of a property located on Hawthorne Court ("the Hawthorne Court property") in Willowbrook.

63. On or about April 26, 2024, the closing of the sale of the Hawthorne Court property took place at JP Title. At the time of the closing, the buyer and seller agreed to hold back $1,541.78 from the proceeds of the sale for the purpose of payment of a future tax obligation. The buyer and seller further agreed that Respondent, as attorney for the seller, would hold the tax escrow in trust for the benefit of the buyer and seller.

64. Upon the closing, JP Title tendered to Respondent check number 19915, which had been made payable to "Richard M. Craig, IOLTA account," in the amount of $1,541.78, representing the tax escrow agreed upon by the buyer and seller. On April 30, 2024, Respondent deposited the check into his IOLTA account.

65. On May 23, 2024, prior to receiving any authorization from the buyer or seller of the Hawthorne Court property, Respondent drew the balance in his IOLTA account to $18.13 by writing checks on the account, or making other transfers, in payment of his business or personal obligations.

66. As of May 23, 2024, Respondent had used $1,523.65 of the tax escrow funds he had received at the time of the closing of the Hawthorne Court property, without authority, for his own business or personal purposes. Respondent's use of those funds constitutes conversion.

67. At the time Respondent used those funds, he knew that he was using the funds for his own personal and business purposes, and, in doing so, he acted dishonestly

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

a. failing 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 below the amount then belonging to the parties to the closing of the Hawthorne Court property on May 23, 2024, thereby converting a total of $1,523.65 that belonged to the parties of the closing of the property for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly using a total of $1,523.65 that belonged to the parties to the closing of the Hawthorne Court property 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
(*Conversion of $6,000 - Vail Avenue Property*)

66. Prior to June 13, 2024, Respondent agreed to represent the sellers of a property located on Vail Avenue ("the Vail Avenue property") in Arlington Heights.

67. On or about June 14, 2024, the closing of the Vail Avenue property took place at JP Title. At the time of the closing, the sellers and buyers entered into a post-closing occupancy agreement whereby the sellers would continue to reside for up to an additional 30 days, in exchange for which they agreed to pay to the purchasers $152.90 per day, with the payment to be tripled for each day possession was withheld after 30 days. The parties agreed to hold back $6,000 from the escrow funds for the purpose of making these payments. The parties further agreed that Respondent, as attorney for the sellers, would hold the possession escrow in trust for the benefit of the parties.

69. Upon the closing, JP Title gave Respondent check number 20074 in the amount of $6,000, which had been made payable to "Richard M. Craig, as Escrowee." The proceeds of check number 20074 represented the agreed sum for possession escrow ("the Vail Avenue escrow check"). Respondent deposited the Vail Avenue escrow check into his IOLTA account on that same date.

70. On July 8, 2024, prior to receiving any direction or authorization from the sellers or buyers of the Vail Avenue property, Respondent drew the balance in his IOLTA account to $10.73 by writing checks on the account, or making other transfers, in payment of his business or personal obligations.

71. As of July 8, 2024, Respondent had used $5,989.27 of the Vail avenue possession escrow funds, without authority, for his own business or personal or purposes. Respondent's use of those funds constitutes conversion.

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

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

a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in Respondent's IOLTA account to fall below the amount belonging to the buyers and sellers of the Vail Avenue property on July 8, 2024, thereby converting a total of $5,989.27 that belonged to the buyers and/or sellers for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting $5,989.27 of the possession escrow funds for Respondent's own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VI
(*Failure to Keep Client Trust Account Records*)

74. The Administrator realleges the facts set forth in Counts I through V above.

75. At all times alleged in this complaint, Rule 1.15A(b)(1) through (7) of the Illinois Rules of Professional Conduct (as amended effective July 1, 2023) required that Respondent to prepare and maintain records relating to his client trust account for a period of not less than seven years.

76. As of April 7, 2026, the date Respondent provided his sworn statement during the investigation of these matters, Respondent did not possess receipt and disbursement journals, ledger records, accountings of disbursements, or reconciliation reports relating to his representation of A.C. in the wrongful death matter (Count I), his representation of D'Aprile (Count II), his representation of S.K. (Count III), his representation connected to the Hawthorne Court property (Count IV), or his representation connected to the Vail Avenue property (Count V).

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

a. failing to prepare and maintain complete records of a client trust account, by conduct including failing to maintain an account receipts journal, an account disbursement journal, client ledger records, and reconciliation reports, in violation of Rule 1.15A(b) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator respectfully 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,

Lea S. Gutierrez, Administrator
Attorney Registration and
Disciplinary Commission

By: *_/s/ Richard Gleason_*
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