

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

In the Matter of:

JOHN DANIEL CHAMBERS,

Attorney No. 6323720,

Respondent.

Commission No. 2025PR00031

COMPLAINT

Lea Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Scott Renfroe, pursuant to Supreme Court Rule 753(b), complains of Respondent, John Daniel Chambers, who was licensed to practice law in the State of Illinois on November 10, 2016, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I

*(Conversion of \$217,501.42 of Settlement Funds as of May 26, 2023 –Multiple Client Matters)*

1. At all times alleged in this complaint, Respondent was a sole practitioner with a practice which operated under the name “The Chambers Law Group” (hereinafter, “the firm”), that was located in Chicago and concentrated in the representation of claimants in personal injury matters. The firm typically had contingent fee agreements with clients that provided that its receipt of a fee was contingent on the recovery of an award or settlement on the client’s behalf, but Respondent was not entitled to take any fee in contingent-fee cases until he provided his clients with a settlement or distribution statement showing the amount of any fee and the method of its determination and received the client’s informed consent to distribute any portion of the proceeds of any recovery.

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ARDC Clerk

2. At all times alleged in this complaint, Respondent was the sole signatory on a Bank of America IOLTA account with an account number ending in the four digits 5447 (hereafter “IOLTA account”). The IOLTA account was entitled “TCLG [The Chambers Law Group] Limited Liability Company,” 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 the firm. Respondent also maintained a Bank of America operating account with an account number ending in the four digits 3233, which was entitled “The Chambers Law Group LLC” (hereafter, “operating account”), which Respondent used as an operating account to pay for expenses related to the firm’s business and for his own business and personal purposes.

3. As set forth below, prior to May 26, 2023, Respondent had obtained settlements or recoveries on behalf of five clients with the initials listed below, and deposited the settlement proceeds into his IOLTA account. Those five clients, or their lienholders or other third parties, were entitled to receive some portion or all of the amounts deposited. As a result, as of May 26, 2023, Respondent should have been holding in his IOLTA account at least the following outstanding amounts for the clients, their lienholders, or other third parties:

	<u>Client’s Initials</u>	<u>Date(s) of Settlement Deposit</u>	<u>Amount(s) of Deposit</u>
1.	L. L.	October 31, 2022 February 24, 2023	\$35,000 \$40,000
2.	O. S.	March 3, 2023	\$25,000
3.	D. N.	February 6, 2023	\$35,000
4.	C. H.	April 14, 2023	\$5,000
5.	R. C.	April 14, 2023 April 18, 2023	\$25,000 \$25,000
			TOTAL: \$190,000

4. Prior to May 26, 2023, Respondent also received and deposited into his IOLTA account funds on behalf of clients with the initials “S. G.” and “T. W.,” from which funds S. G. was due at least \$35,000 and T. W. was due at least \$1,400.

5. As a result of the transactions referred to in paragraphs three and four, above, as of May 26, 2023, Respondent should have been holding a total of at least \$226,400 in his IOLTA account on behalf of the seven clients referred to in those paragraphs.

6. Prior to May 26, 2023, Respondent had not provided the clients referred to in paragraphs three and four with a settlement or distribution statement showing the amount of any fee he claimed he was owed, the method of its determination, or the proposed distribution of the settlement proceeds between Respondent, his clients, their lienholders, or others, nor had he received the client's informed consent to distribute any portion of the proceeds of any funds he recovered on their behalf.

7. As of May 26, 2023, the balance of Respondent's IOLTA account fell to \$8,898.58, as Respondent drew checks on the account, or made transfers or other withdrawals, in payment of his business or personal obligations.

8. As of May 26, 2023, Respondent had used for his own business or personal purposes at least \$217,501.42 of the above seven clients' funds, which he should have been holding for the benefit of the clients referred to in paragraphs three and four, above, their lienholders, or other third parties.

9. Respondent never requested or received authority from those seven clients to use for his own business or personal purposes any portion of the settlement proceeds funds that were due to the clients, their lienholders, or other third parties.

10. Respondent's use of the \$217,501.42 in settlement funds, as described in paragraphs three through nine, above, constitutes conversion of funds due to his clients, their lienholders, or to other third parties.

11. At the time Respondent used the funds that were due to the seven clients referred to in paragraphs three and four above, to their lienholders, or to other third parties, Respondent acted dishonestly, as he knew that he was using those funds for his own purposes.

12. By reason of the conduct described above, Respondent has 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) failing to hold funds belonging to the clients listed in paragraphs three and four, above, to their lienholders, or to third parties, separate from Respondent's own property, and (2) converting at least \$217,501.42 of client settlement funds relating to the clients listed in paragraphs three and four, above, to Respondent's own use and causing the balance in his IOLTA account to fall below the amount then belonging to the clients, to their lienholders, or to third parties, in violation of Rule 1.15(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 and the method of its determination, relating to the clients listed in paragraphs three and four, above, in violation of Rule 1.5 of the Illinois Rules of Professional Conduct (2010);
- c. 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 \$217,501.42 of settlement funds that the clients listed in paragraphs three and four, above, their lienholders, or other third parties were entitled to receive, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting at least \$217,501.42 of settlement funds relating to the clients listed in paragraphs three and four, above, to Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

*(Conversion of \$361,448.55 of Settlement Funds as of March 31, 2024-Multiple Client Matters)*

13. The Administrator realleges the facts set forth in paragraphs one through eleven of Count I above.

14. As set forth below, prior to March 31, 2024, Respondent had obtained settlements or recoveries on behalf of eleven clients with the initials set forth below and deposited those proceeds into his IOLTA account. The eleven clients, or their lienholders or other third parties, were entitled to receive some portion or all of the amounts deposited. As a result, as of March 31, 2024, Respondent should have been holding in his IOLTA at least the following outstanding amounts for the eleven clients and/or their lienholders and other third parties:

	<u>Client's Initials</u>	<u>Date(s) of Settlement Deposit</u>	<u>Amount(s) of Deposit</u>
1.	O. S.	May 30, 2023	\$165,000
2.	D. McK.	June 6, 2023	\$25,000
3.	G. O.	June 30, 2023	\$8,000
4.	K. V.	July 10, 2023	\$45,000
5.	M. N.	July 17, 2023	\$1,451
6.	J. N.	August 15, 2023	\$37,000
7.	D. H.	August 15, 2023	\$4,500
8.	X. W.	October 20, 2023	\$25,000
9.	T. D.	October 20, 2023	\$11,000
10.	C. H.	November 8, 2023	\$16,500
11.	I. P.	March 7, 2024	\$25,000
		March 14, 2024	\$25,000
			TOTAL: \$388,451

15. Prior to March 31, 2024, Respondent made the following advances or payments totaling \$27,000 from his IOLTA account to two of the above clients in partial distribution of the amounts they were due from the settlement funds: check 1139, dated June 28, 2023, in the amount of \$12,000, and an October 30, 2023, cashier's check in the amount of \$8,000, both to the client with the initials "O. S." (identified in line one of the chart in paragraph 14, above); and

check 1160, dated July 14, 2023, in the amount of \$7,000, to the client with the initials “J. N.” (line six of that same chart).

16. Prior to March 31, 2024, other than the disbursements described in paragraph 15 above, Respondent had made no further disbursements to or on behalf of any of the above clients of any portion of the settlement to which they were entitled, nor had Respondent given the clients a settlement or distribution statement showing the amount of any fee he claimed he was owed, the method of its determination, or the proposed distribution of the settlement proceeds between Respondent, his clients, their lienholders, or others, nor had he received the client’s informed consent to distribute any additional portion of the proceeds of any funds he recovered on their behalf.

17. As of March 31, 2024, the balance of Respondent’s IOLTA account fell to \$2.45, as Respondent drew checks on the account, or made transfers or other withdrawals in payment of his business or personal obligations.

18. As of March 31, 2024, Respondent had used for his own business or personal purposes at least \$361,448.55 of funds belonging to the eleven clients referred to in paragraph 14, above, which he should have been holding for the benefit of those clients, their lienholders, or other third parties.

19. At no time did Respondent request or receive authority to use for his own business or personal purposes any portion of the settlement proceeds funds due to those clients, their lienholders, or other third parties.

20. Respondent’s use of the \$361,448.55 as set forth in paragraph 14, above, constitutes conversion of the funds due to his clients, their lienholders, or to other third parties.

21. At the time Respondent used the funds due to the clients set forth in paragraph 14, above, to their lienholders, or to other third parties, Respondent acted dishonestly, as he knew that he was using those funds for his own purposes.

22. As of May 27, 2025, the date that the members of Panel C of Inquiry Board voted to file a complaint against Respondent in this matter, Respondent had made no further payments to the clients referred to in paragraph 14, above, their lienholders or other third parties on their behalf from the settlement proceeds he had received, as set forth in paragraph 14, above, other than the three partial payments to the two clients referenced in paragraph 15, above.

23. By reason of the conduct described above, Respondent has 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) failing to hold funds belonging to the clients listed in paragraph 14, above, to their lienholders, or to third parties, separate from Respondent's own property, and (2) converting at least \$361,448.55 of client settlement funds relating to the clients listed in paragraph 14, above, to Respondent's own use and causing the balance in his IOLTA account to fall below the amount then belonging to the clients, to their lienholders, or to third parties, in violation of Rule 1.15(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 and the method of its determination, relating to the clients listed in paragraph 14, above, in violation of Rule 1.5 of the Illinois Rules of Professional Conduct (2010);
- c. 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 \$361,448.55 of settlement funds that the clients listed in paragraph 14, above, their lienholders, or other third parties

were entitled to receive, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and

- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting at least \$361,448.55 of settlement funds relating to the clients listed in paragraph 14, above, to Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

### COUNT III

*(Commingling by Depositing Client Funds into an Operating Account and Conversion of \$31,424 of Settlement Funds as of October 31, 2023-Multiple Client Matters)*

24. The Administrator realleges the facts set forth in paragraphs one through 22 of Counts I and II, above.

25. As set forth below, between February 1, 2023, and October 24, 2023, Respondent had obtained settlements or recoveries on behalf of various clients and deposited those proceeds into his operating account ending in 3233. The four clients with the initials set forth below, or their lienholders or other third parties, were entitled to receive some portion or all of the amounts shown as deposited, but no payments had been made to them or on their behalf after the deposits. As a result, as of October 24, 2023, Respondent should have been holding in at least the following outstanding amounts for the named clients and/or their lienholders and other third parties:

	<u>Client</u>	<u>Date(s) of Settlement Deposit</u>	<u>Amount(s) of Deposit</u>
1.	C. H.	February 1, 2023	\$495 \$330 \$275
		February 6, 2023	\$275
2.	J. N.	August 43, 2023	\$25,000
3.	D. H.	August 3, 2023	\$4,500
4.	M. N.	October 24, 2023	\$549
			TOTAL: \$31,424



26. Prior to October 31, 2023, Respondent made no disbursement from his operating account to or on behalf of any of the four clients of any portion of the settlement proceeds to which they were entitled, nor had Respondent given the clients a settlement distribution statement showing the amount of any fee he claimed he was owed, the method of its determination, or the proposed distribution of the proceeds between Respondent, his clients, their lienholders, or other third parties, nor had he received the client's informed consent to distribute any additional portion of the proceeds of any funds he recovered on their behalf.

27. As of October 31, 2023, Respondent had overdrawn his operating account by \$387.25 by drawing checks on the account or making transfers or other withdrawals in payment of his business or personal obligations.

28. As of October 31, 2023, Respondent had used for his own business or personal purposes all of the \$31,424 of the four clients' funds, as set forth in paragraph 25, above, which he should have been holding for the benefit of the clients, their lienholders, or other third parties.

29. At no time did Respondent request or receive authority to use for his own business or personal purposes any portion of the settlement proceeds funds referred to in paragraph 25, above.

30. Respondent's use of the \$31,424 as set forth in paragraph 25, above, constitutes conversion of the funds due to his clients, their lienholders, or to other third parties.

31. At the time Respondent used the funds due to the four clients set forth in paragraph 25, above, to their lienholders, or to other third parties, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

32. As of May 27, 2025, the date the members of Panel C of the Inquiry Board voted to file a complaint against Respondent in this matter, Respondent had made no payments to the

clients, their lienholders or other third parties in disbursement of the funds referred to in paragraph 25, above.

33. By reason of the conduct described above, Respondent has 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 funds belonging to the clients listed in paragraph 25, above, to their lienholders, or to third parties, into his operating account ending in 3233, and (2) converting at least \$31,424 of client settlement funds relating to the clients listed in paragraph 25, above, to Respondent's own use and causing the balance in his operating account ending in 3233 to fall below the amount then belonging to the clients, to their lienholders, or to third parties, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failing to prepare or provide the clients with a written statement stating the outcome of the matter and showing the remittance to the client and the method of its determination, relating to the clients listed in paragraph 25, above, in violation of Rule 1.5 of the Illinois Rules of Professional Conduct (2010);
- c. 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 \$31,424 of settlement funds that the clients listed in paragraph 25, above, and their lienholders or other third parties were entitled to receive, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting at least \$31,424 of settlement funds relating to the clients listed in paragraph 25, above, to Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

#### COUNT IV

##### *(Lack of Diligence and Misrepresentations in C. T-W.'s Personal Injury Matter)*

34. On or about October 1, 2021, a woman with the initials "C. T-W." was driving northbound on Interstate 94 near Cottage Grove in Chicago when her vehicle collided with a vehicle operated by Briana Rushing. C. T-W. suffered injuries as a result of the collision.

35. On or about October 1, 2021, Respondent and C. T-W. agreed that Respondent would represent C. T-W. in claims for personal injuries against Rushing and that Respondent's fee would be one-third of any recovery. At some later point, Respondent learned from C. T-W.'s insurer, Travelers Insurance Company ("Traveler's"), that Rushing maintained automobile insurance coverage.

36. During the time he was representing C. T-W., Respondent told her that Rushing was uninsured; that he was pursuing an uninsured motorist claim on C. T-W.'s behalf against Travelers; that Respondent was engaged in settlement negotiations with Travelers; that the settlement offer Respondent had received from Travelers was too low; and that he would continue to negotiate with Travelers.

37. Respondent's statements to C. T-W., described in paragraph 36, above, were false, because Rushing was insured, Respondent was not negotiating with Travelers, and Travelers had not made any offer to settle C. T-W.'s uninsured motorist claim because Travelers knew that Rushing had been insured at the time of the October 1, 2021, automobile collision.

38. Respondent knew that his statements to C. T-W., described in paragraph 36, above, were false, because he had learned from Travelers that Rushing was insured, he knew that he was not negotiating with Travelers, and he knew that Travelers had not made any offer to settle C. T-W.'s uninsured motorist claim.

39. At the time Respondent agreed to represent C. T-W., the applicable statute of limitations for personal injury claims (735 Ill. Comp. Stat. 5/13-202) was two years from the time the cause of action accrued.

40. As of October 2, 2023, more than two years from the date of the incident referred to in paragraph 34, above, Respondent had not filed a claim for personal injuries against Rushing on behalf of C. T-W., and C-T-W's claims relating to the incident became time-barred.

41. On October 3, 2023, Respondent filed a complaint for damages in the Circuit Court of Cook County on C. T-W.'s behalf against Rushing. That complaint was untimely because the date of the incident between C. T-W. and Rushing had been October 1, 2021, and while October 1, 2023 was a Sunday, Respondent did not file the complaint until Tuesday, October 3, 2023. The matter was assigned to the Hon. Maureen O. Hannon, who scheduled an initial case management date of December 6, 2023. On November 2, 2023, the clerk of the court notified Respondent of the December 6, 2023, case management date for the case by email to Respondent at [thechamberslawgroup@gmail.com](mailto:thechamberslawgroup@gmail.com).

42. At the time of the events alleged in this complaint, Illinois Supreme Court Rule 102(a) provided that, "[p]romptly upon issuance, summons (together with copies of the complaint as required by Rule 104) shall be placed for service with the sheriff or other officer or person authorized to serve process."

43. Respondent never made any efforts to cause Rushing to be served with the complaint he filed on behalf of C. T-W., and Rushing was never served with the complaint or summons related to the case.

44. On December 6, 2023, Respondent did not appear for the status hearing that was scheduled before Judge Hannon in the case, and Judge Hannon continued the matter for a case management conference on January 24, 2023, for status of summons and screening of case value.

45. On January 24, 2023, Respondent did not appear for the status hearing that was scheduled for the case. Judge Hannon again continued the matter for a case management conference, this time for February 28, 2024, for a status of service and case value screening.

46. On February 28, 2024, Respondent did not appear for the status hearing that was scheduled for the case, and Judge Hannon noted that since the case had been scheduled for case management on multiple dates and no party had appeared, she dismissed the case for want of prosecution.

47. By email message dated March 5, 2024, the clerk of the court notified Respondent of the dismissal of the case. Respondent received the clerk's message shortly after it was sent, but never took any action to seek to have the case's dismissal vacated.

48. After March 5, 2024, Respondent did not inform C. T-W. that he had not timely filed a lawsuit against Rushing on her behalf, that the lawsuit he did file had been dismissed, or that he had not taken any action to seek to vacate the dismissal.

49. By reason of the conduct outlined above, Respondent has engaged in the following misconduct:

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to timely file a lawsuit for C. T-W. or serve Rushing with process relating to the case he did file, resulting in her claims being time-barred and dismissed, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these rules, by conduct including failing to inform C. T-W. that Respondent had not timely filed a lawsuit on her behalf, or that the court had entered an order dismissing her case, in violation of Rule 1.4(a)(1) of the Illinois Rules of Professional Conduct (2010); and

- c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including making false and misleading statements to C. T-W. about the status of a purported uninsured motorist claim, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

#### COUNT V

##### *(Lack of Diligence in J. G.'s Personal Injury Matter)*

50. On June 24, 2020, a man with the initials "J. G." was operating a motorcycle when his motorcycle collided with a vehicle operated by Jonathan Grant ("Grant"). J. G. suffered significant injuries as a result of the incident, including an amputation of his right leg below the knee.

51. In August 2020, Respondent and J. G. agreed that Respondent would represent J. G. in claims against Grant for personal injuries, and that Respondent would receive a contingent fee of one-third of any recovery, plus costs. Respondent did not provide J. G. with a written contingent fee agreement.

52. On June 6, 2022, Respondent filed a complaint on J. G.'s behalf against Grant in the Circuit Court of Cook County. The matter was assigned to the Hon. Melissa A. Durkin, who scheduled an initial case management date of August 9, 2022. On June 6, 2022, the clerk of the court notified Respondent of the August 9, 2022, case management date for the case by email to Respondent at [thechamberslawgroup@gmail.com](mailto:thechamberslawgroup@gmail.com).

53. On August 9, 2022, Respondent did not appear for the case management conference that was scheduled for J. G.'s case, and Judge Durkin entered an order dismissing the case for want of prosecution. Shortly thereafter, the Circuit Clerk mailed a copy of the dismissal order to Respondent's law office.

54. At no time after August 9, 2022, did Respondent file a motion to vacate the court's order dismissing the case.

55. As a result of Respondent's failure to file a motion to vacate the court's August 9, 2022, order, J. G.'s cause of action against Grant is barred.

56. At no time after August 9, 2022, did Respondent inform J. G. that the court had entered an order dismissing his claim for want of prosecution.

57. By reason of the conduct outlined above, Respondent has engaged in the following misconduct:

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to appear for the status hearing in his case and failing to file a timely request to vacate the court's August 9, 2022, order dismissing J. G.'s case, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to inform J. G. that Respondent had failed to appear in J.G.'s case and failing to inform J. G. that the court had entered an order dismissing the case for want of prosecution, and that Respondent had made no effort to vacate the case's dismissal, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- d. failing to enter into a written fee agreement with J. G. in his lawsuit against Grant, when his fee for legal services he provided to J. G. was contingent upon the outcome of the matter, in violation of Rule 1.5(c) of the Illinois Rules of Professional Conduct (2010).

#### COUNT VI

##### *(Lack of Diligence in C. R.'s Personal Injury Matter)*

58. On or about December 1, 2020, a woman with the initials "C. R." was driving southbound on Indiana Avenue near 87<sup>th</sup> Street in Chicago when her vehicle collided with a vehicle operated by Marshall Jones, who was an employee of the City of Chicago who was operating the vehicle in the course of his employment. C. R. suffered injuries as a result of the collision.

59. On or about February 3, 2021, Respondent and C. R. agreed that Respondent would represent C. R. in claims for personal injuries against Jones and the City of Chicago, and that Respondent's fee would be one-third of any recovery.

60. Because the December 1, 2020 automobile collision took place in Cook County, C. R. and Jones resided in Cook County, and the City of Chicago, a metropolitan corporation, was based in Cook County, venue for any lawsuit Respondent filed on C. R.'s behalf was appropriate in Cook County.

61. On December 8, 2021, Respondent filed a two-count lawsuit on C. R.'s behalf against Jones and the City of Chicago in the Circuit Court of Will County. That complaint was assigned to the Hon. John C. Anderson, who scheduled the matter for case management status on March 28, 2022.

62. On March 28, 2022, Respondent was present in court for the case management status in case 2021 L 946, and Judge Anderson continued the matter for status on May 16, 2022.

63. On May 16, 2022, Respondent did not appear for the status conference and Judge Anderson noted for the record that venue for the case should be changed to the Circuit Court of Cook County. After the hearing, Judge Anderson sent a letter to Respondent reiterating his conclusion regarding the appropriate venue for the case. Respondent received Judge Anderson's letter shortly thereafter.

64. On June 1, 2022, Respondent did not appear for a scheduled status hearing in the case, and Judge Anderson entered an order dismissing the case for want of prosecution. Respondent learned of the case's dismissal shortly thereafter.

65. After June 1, 2022, Respondent did not inform C. R. that the lawsuit he filed on her behalf in the Circuit Court of Will County had been dismissed for want of prosecution.



66. After June 1, 2022, Respondent did not refile a lawsuit for C. R. in the Circuit Court of Cook County and her claims became time-barred.

67. By reason of the conduct outlined above, Respondent has engaged in the following misconduct:

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to issue a timely file a lawsuit for C. R., resulting in her claim being time-barred, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); and
- b. failing to keep the client reasonably informed about the status of the matter, by conduct including failing to inform C. R. that Respondent had failed to appear for a status conference in the case he filed for her in the improper venues, and that the court had entered an order dismissing her case for want of prosecution, and that Respondent had made no effort to vacate the case's dismissal, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010).

#### COUNT VII

*(Failure to Respond to Lawful Demand for Information, Misrepresentations to the ARDC)*

68. The Administrator realleges the facts set forth in paragraphs one through 66 of Counts I through VI, above.

69. On August 26, 2023, the Administrator received a notification from Bank of America that on August 23, 2023, Respondent had overdrawn his IOLTA account by \$6,943.69. As a result, the Administrator initiated investigation 2023IN02916 into Respondent's handling of that account. Bank of America sent two additional overdraft notices reflecting IOLTA overdrafts each in the amount of -\$164.75 and dated September 6, 2023, and September 13, 2023, respectively, a third notice dated October 12, 2023, for an overdraft in the amount of -\$867.42, and a fourth notice dated October 20, 2023 reflecting an overdraft in the amount of -\$3,100.

70. By letters dated August 29, 2023, October 5, 2023, and November 8, 2023, sent to Respondent at the email address Respondent supplied when he last registered, ARDC Intake Department notified Respondent of the Bank of America overdraft notices and requested that Respondent submit a written response explaining why the overdrafts occurred, and producing bank records and records relating to Respondent's recordkeeping practices in connection with his Bank of America IOLTA account. Respondent received each of those letters shortly after they were sent.

71. On September 10, 2023, J. G. submitted a request for investigation of Respondent requesting that the Administrator investigate Respondent's failure to pursue certain of her claims or to communicate with him, as outlined in Count V, above. As a result, the Administrator initiated investigation 2023IN03210 into Respondent's alleged misconduct.

72. By letter dated September 20, 2023, Intake Counsel for the Administrator notified Respondent of the initiation of the investigation and asked for his response to J. G.'s allegations. Respondent received the Administrator's request for information shortly after it was sent.

73. On October 12, 2023, C. R. submitted a request for investigation of Respondent requesting that the Administrator investigate Respondent's failure to pursue certain of her claims or to communicate with him, as outlined in Count VI, above. As a result, the Administrator initiated investigation 2023IN03564 into Respondent's alleged misconduct.

74. By letter dated October 12, 2023, Intake Counsel for the Administrator notified Respondent of the initiation of investigation 2023IN03564 and asked for his response to C. R.'s allegations. Respondent received the Administrator's request for information shortly after it was sent.

75. On October 27, 2023, J. N., whose settlement funds Respondent had received and deposited into his IOLTA and operating accounts, as described in Counts II and III, above (at ¶ 14, line 6 and ¶ 25, line 2), submitted a request for investigation of Respondent requesting that the Administrator investigate Respondent's failure to account for or distribute her settlement funds. As a result, the Administrator initiated investigation 2023IN03753 into Respondent's alleged misconduct.

76. By letter dated November 2, 2023, Intake Counsel for the Administrator notified Respondent of the initiation of investigation 2023IN03753 and asked for his response to J. N.'s allegations. Respondent received the Administrator's request for information shortly after it was sent.

77. On November 20, 2023, C. H., whose settlement funds Respondent had received and deposited into his IOLTA and operating accounts, as described in Counts I, II and III, above (at ¶ 3, line 4, ¶ 14, line 10, and ¶ 25, line 1), submitted a request for investigation of Respondent requesting that the Administrator investigate Respondent's failure to account for or distribute her settlement funds. As a result, the Administrator initiated investigation 2023IN04038 into Respondent's alleged misconduct.

78. By letter dated November 30, 2023, Intake Counsel for the Administrator notified Respondent of the initiation of investigation 2023IN04038 and asked for his response to C. H.'s allegations. Respondent received the Administrator's request for information shortly after it was sent.

79. On January 3, 2024, O. S., whose settlement funds Respondent had received and deposited into his IOLTA and operating accounts, as described in Counts I and II, above (at ¶ 3, line 2, and ¶ 14, line 1), submitted a request for investigation of Respondent requesting that the

Administrator investigate Respondent's failure to account for or distribute his settlement funds. As a result, the Administrator initiated investigation 2024IN00026 into Respondent's alleged misconduct.

80. By letter dated January 9, 2024, Intake Counsel for the Administrator notified Respondent of the initiation of investigation 2024IN00026 and asked for his response to O. S.'s allegations. Respondent received the Administrator's request for information shortly after it was sent.

81. As of January 18, 2024, Respondent had not submitted a response to the allegations made by Bank of America, J. G., C. R., J. N., C. H., or O. S. On January 18, 2024, Intake Counsel for the Administrator caused Respondent to be served with a subpoena compelling Respondent's appearance for a sworn statement via videoconference on February 29, 2024.

82. On February 28, 2024, a private attorney contacted Intake Counsel for the Administrator by email to inform her that Respondent had hired that attorney to represent Respondent in responding to the various pending investigations and requesting a continuance of the sworn statement scheduled for the following day. Intake Counsel for the Administrator agreed to the continuance, provided that written responses be submitted in connection with the allegations contained in the pending investigations.

83. By letter dated May 6, 2024, using information supplied by Respondent with the expectation that it would be submitted to the Administrator, Respondent's counsel responded to the Administrator's requests for information in connection with the three overdraft notices from Bank of America, stating that following the dishonoring of a check, "Mr. Chambers then began investigating the cause of the dishonor of the check. He had not himself used any funds in or

derived from the IOLTA for any purposes other than to pay his clients, to pay third parties on his clients' behalf, or to pay his firm earned fees or advanced costs...it was at that time that Mr. Chambers discovered that the IOLTA account had been compromised, leading to several months of investigation of the fraud, and to delayed disbursements..."

84. Respondent statements, through his counsel's May 6, 2024, letter to the ARDC that he did not convert his clients' funds and that the insufficient funds notices and delays in distributions of settlement funds and overdrafts on his IOLTA were because he had been the victim of fraud on his IOLTA, were false, because he had converted client funds and had not been the victim of fraud.

85. Respondent knew that the information he gave his lawyer to prepare a response to the Administrator's investigations was false. On September 26, 2023, Respondent had filed a fraud claim with Bank of America in the amount of \$4,199.59 related to a series of automatic debits from his IOLTA account, but as of October 5, 2023 (approximately seven months prior to his counsel providing the false information), Bank of America had notified Respondent that following an investigation into activity in Respondent's IOLTA account, Bank of America declined to substantiate the claims of fraud, with the exception of a September 6, 2023, debit from Comcast Cable in the amount of \$164.75, which the Bank then credited back to Respondent's IOLTA account. As of May 6, 2024, the date of his attorney's letter to Intake Counsel for the Administrator, Respondent knew that he had received and converted the settlement funds of the clients as set forth in Counts I and II, above, and that he had not been the victim of fraud.

86. On May 7, 2024, counsel for Respondent submitted a response on behalf of Respondent to the request for investigation made by J. G., 2023IN02310, stating that with J. G.'s

knowledge and authorization, J. G. allowed his case to be dismissed for want of prosecution because Respondent had been unable to confirm the defendant's identity or contact information.

87. Respondent's statement, through counsel, that he had informed J. G. of purported difficulties identifying or locating the defendant and obtained his client's authorization to allow the matter to be dismissed for want of prosecution was false.

88. Respondent knew that the information he gave his attorney to submit to Intake Counsel for the Administrator was false, because he knew that at no time had he informed J. G. that his case had been dismissed for want of prosecution or sought his authority to allow the case to be dismissed for want of prosecution.

89. On May 30, 2024, counsel for Respondent withdrew his representation of Respondent without having submitted responses in the remaining pending investigations, numbers 2023IN03564, 2023IN03753, 2023IN04038 and 2024IN00026.

90. As of August 26, 2024, neither Respondent nor anyone on his behalf had submitted any further response to the Administrator's outstanding requests for information or documents. By letter dated August 26, 2024, sent to Respondent via Federal Express, Intake Counsel caused to be served on Respondent a subpoena *duces tecum* compelling Respondent's appearance for a sworn statement via videoconference on September 26, 2024, and the production of Respondent's financial records and client files in connection with his pending requests for investigation made by Bank of America, J. G., C. R., J. N., C. H. and O. S.

91. On September 24, Respondent contacted Intake Counsel by email and requested an extension of one month to respond to the Administrator's requests for information and documents in the various pending investigations. By email on that same date, Intake Counsel

agreed to continue Respondent's appearance in compliance with the subpoena *duces tecum* to October 10, 2024, at 10:00 a.m. for a sworn statement via videoconference.

92. As of October 11, 2024, Respondent had not submitted any further response to the Administrator's outstanding requests for information or documents. By letter on that date, sent to Respondent via email and by regular mail, Intake Counsel caused to be served on Respondent a subpoena *duces tecum* compelling Respondent's appearance for a sworn statement via videoconference on December 18, 2024, and the production of Respondent's financial records and client files in connection with the pending requests for investigation initiated by Bank of America, J. G., C. R., J. N., C. H., and O. S.

93. On September 17, 2024, attorney Eugene Hardiman submitted a request for investigation of Respondent and attached civil malpractice lawsuits which Hardiman had filed on behalf of J. N., C. T-W., and C. R. (clients who are referred to in Counts I, IV, and VI, above). As a result, the Administrator initiated investigation 2024IN03329 into Respondent's alleged misconduct.

94. By letter dated September 23, 2024, sent to Respondent by email, Intake Counsel for the Administrator notified Respondent of the initiation of investigation 2024IN03329 and asked for his response to Mr. Hardiman's allegations.

95. On December 18, 2024, Respondent appeared for his sworn statement and answered questions under oath. Respondent had not produced any of the records as requested by the subpoena on or before December 18, 2024, but promised to produce the records shortly after his appearance.

96. On February 28, 2025, the series of investigations involving Respondent was referred from the ARDC's Intake Department to its Litigation Department. On April 2, 2025, having received no documents from Respondent, Litigation Counsel sent Respondent a copy of the

ARDC's subpoena related to Respondent's December 18, 2024, appearance for the sworn statement and notifying Respondent that he had failed to produce any records that were responsive to the subpoena. In his April 2, 2025, letter, in addition to the outstanding request for documents as set forth in the subpoena, Litigation Counsel asked Respondent to produce his financial ledgers, accounting records, and other recordkeeping documents as required by Rule 1.15A(a) and asked that all records be produced by April 30, 2025.

97. As of May 27, 2025, the date that Panel C of Inquiry Board voted to file a complaint against Respondent in this matter, Respondent had not produced any of the bank or recordkeeping documents sought by both subpoenas or in his communications with the Administrator's Counsel at the time of his December 18, 2024, sworn statement or by the ARDC's letter dated April 2, 2025.

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

- a. failure to respond to lawful demands for information from a disciplinary authority, by conduct including failing to produce the financial and client records sought by the ARDC's letters and subpoenas requesting documents relating to his representation of J. G., C. R., J. N., C. H., O. S., to the communication of Mr. Hardiman, and all requested financial records relating to his IOLTA account, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct; and,
- b. conduct involving fraud, deceit and misrepresentation, by stating through counsel in written responses to the ARDC that he had had not used any funds in or derived from the IOLTA for any purposes other than to pay his clients, to pay third parties on his clients' behalf, or to pay his firm earned fees or advanced costs, and that his IOLTA account had been compromised, leading to several months of investigation of the fraud, and to delayed disbursements, and that he had obtained J. G.'s authority to allow the dismissal of J. G.'s case



against Jonathan Grant for want of prosecution, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

#### COUNT VIII

##### *(False Statements Under Oath to the ARDC)*

99. The Administrator re-alleges the facts as set forth in paragraphs one through 97, above.

100. On December 18, 2024, Respondent appeared via videoconference and provided testimony under oath relating to the IOLTA insufficient funds notices from Bank of America and requests for investigation from his current and former clients regarding the status of distribution of their settlement funds. Respondent testified that his Bank of America accounts had been subjected to fraud, stating:

The general purpose of this hearing here today stems from this initial overdraft, which was from a client very close to mine that basically gave us the awareness and knowledge that the IOLTA account associated, not the business account of the Chambers Law Group, had been frauded [sic] for, you know, nearing \$100,000. It took nearly seven months, eight months of investigation in which time I had no opportunity to access or utilize the bank accounts, including the business accounts for funding my business...I have not stolen any money. I have not frauded anybody I had not hurt anybody. I am very sorry that I lost, you know, a flow and an ingress. An ingress of how my business was going.

101. Respondent's December 18, 2024, testimony regarding his Bank of America accounts being subject to fraud exceeding \$100,000 was false. As described in Count VII above, Respondent had filed a fraud claim with Bank of America in the amount of \$4,199.59 related to a series of automatic debits from his IOLTA account but the Bank of America declined to substantiate the claims, with the exception of a debit from Comcast in the amount of \$164.75, which was credited back to Respondent's IOLTA account. Following the fraud claim, Respondent continued to use his IOLTA and operating accounts at Bank of America.

102. At the time Respondent testified in the sworn statement, Respondent knew that his testimony was false, because the amount of purported fraud that Respondent claimed affected his IOLTA account was far below \$100,000, let alone the amount of his obligations to his clients, their lienholders, or other third parties (as described in Counts I, II, and III, above), and because Respondent knew that he had taken his clients' funds and spent those funds on his own business or personal purposes.

103. As of May 27, 2025, the date that Panel C of Inquiry Board voted to file a complaint against Respondent in this matter, Respondent had not communicated with the ARDC to correct the false statements he made under oath at the time of his December 18, 2024 sworn statement, or that he had caused his then-counsel to submit in the letters of May 6 and 7, 2024.

104. By reason of the conduct outlined above, Respondent has engaged in the following misconduct:

- a. knowingly making a false statement of material fact in connection with a disciplinary proceeding, by conduct including but not limited to, testifying in his December 18, 2025, sworn statement that he had not converted his clients' funds and that he had been a victim of fraud exceeding \$100,000 on his Bank of America IOLTA , in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including testifying in his sworn statement that he had not converted clients' settlement funds and that he had been the victim of fraud on his IOLTA which led to insufficient funds in the account, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Lea Gutierrez, Administrator  
Attorney Registration and  
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