

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

In the Matter of:

SHANE PATRICK KEANE,  
  
Attorney-Respondent,  
  
No. 6316843.

Commission No. 2025PR00008

**NOTICE OF FILING**

To: Evette Ocasio  
[eocasio@iardc.org](mailto:eocasio@iardc.org)  
[ARDCeService@iardc.org](mailto:ARDCeService@iardc.org)

PLEASE TAKE NOTICE that on April 17, 2025, I electronically filed the attached **Answer to Complaint** and **Respondent's Report Pursuant to Commission Rule 253** with the Clerk of the Attorney Registration and Disciplinary Commission in Chicago, Illinois, copies of which are hereby served upon you.

/s/ Stephanie Stewart  
\_\_\_\_\_  
Stephanie Stewart

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that she served the above **Notice of Filing** and attached **Answer to Complaint** and **Respondent's Report Pursuant to Commission Rule 253** on the person(s) listed above by causing them to be emailed to the email address(es) listed above on April 17, 2025.

/s/ Stephanie Stewart  
\_\_\_\_\_  
Stephanie Stewart

Stephanie Stewart  
Robinson, Stewart, Montgomery & Doppke LLC  
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4/17/2025 3:55 PM  
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In the Matter of

SHANE PATRICK KEANE,

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**RESPONDENT'S ANSWER TO ADMINISTRATOR'S COMPLAINT**

Shane Patrick Keane, Respondent, by his attorney, Stephanie Stewart, of Robinson, Stewart, Montgomery & Doppke LLC, answers the complaint filed by the Administrator in this matter, as follows:

**Mr. Keane has never held any other professional licenses or been admitted in any other jurisdictions.**

**ALLEGATIONS COMMON TO ALL COUNTS**

1. Between June 2015 and October 2020, Respondent was an attorney employed by the law firm, Rosenfeld/Farmer (formerly known as Rosenfeld, Hafron, Shapiro & Farmer), and was primarily handling personal injury and worker's compensation matters.

**ANSWER: Admitted.**

2. In October 2020, Rosenfeld Farmer closed its office due to the retirement of its named partners.

**ANSWER: Admitted.**

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ARDC Clerk

3. Beginning in October 2020, Respondent was the sole attorney of the law firm known as Keane Law Office and continued to primarily handle personal injury and worker's compensation matters.

**ANSWER: Admitted.**

4. Beginning in October 2020, Respondent maintained and was the sole signatory on an IOLTA client trust account at JP Morgan Chase Bank, N.A. ("Chase Bank") ending with the digits 0693. That account was titled "KEANE LAW OFFICE LLC IOLTA TRUST ACCOUNT" (Respondent's client trust account") and was used by Respondent for the deposit and disbursement of funds of clients or third persons in Respondent's possession.

**ANSWER: Admitted.**

#### COUNT I

*(Conversion of \$6,458.33, failing to respond to requests for communication, failing to promptly notify and promptly deliver funds in which a client and third person(s) have an interest)*

5. On or about October 10, 2017, Stacie Dublin ("Dublin") sustained injuries in a motor vehicle collision.

**ANSWER: Admitted.**

6. On October 19, 2017, Dublin agreed that Rosenfeld/Farmer would represent Dublin in matters relating to the October 2017 vehicle collision. Per the terms of their fee agreement, Rosenfeld/Farmer and Dublin agreed that Rosenfeld/Farmer would be paid a total fee equal to 33 1/3% of the gross amount recovered from Dublin's claim, and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

7. On September 27, 2019, Respondent, while employed at Rosenfeld/Farmer, filed a complaint on behalf of Dublin in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2019L010655 to the matter.

**ANSWER: Admitted.**

8. In or about October 2020, Dublin executed a stipulation to substitute Keane Law Office as the attorney of record in 2019L010655. At that time, Dublin also consented in writing to Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2019L010655.

**ANSWER: Admitted.**

9. On October 15, 2020, Respondent filed a motion for leave to substitute Keane Law Office as the attorney of record for Dublin in 2019L010655. The motion was granted on October 16, 2020.

**ANSWER: Admitted.**

10. In 2021, the parties reached an agreed resolution of Dublin's case and on September 3, 2021, Respondent emailed Dublin the settlement agreement for 2019L010655. In addition, Respondent emailed Dublin a limited power of attorney which would allow Respondent to deposit the settlement proceeds on Dublin's behalf. Shortly thereafter, Dublin signed the settlement agreement and limited power of attorney and sent them back to Respondent.

**ANSWER: Admitted.**

11. In or about September 2021, Respondent received settlement proceeds for 2019L010655 in the form of check number 224826618, made payable to the order of Keane Law Office LLC and Stacie Dublin in the amount of \$25,000.

**ANSWER: Admitted.**

12. On October 21, 2021, Respondent deposited the \$25,000 settlement check on behalf of Dublin into Respondent's client trust account.

**ANSWER: Admitted.**

13. Upon receipt of the settlement proceeds on behalf of Dublin, Respondent was obligated to contact any third parties who may have asserted a lien for the payment of services rendered to Dublin in connection to her claims in 2019L010655.

**ANSWER: Admitted.**

14. At the time Respondent deposited the settlement proceeds on behalf of Dublin, Respondent was aware that Paragon Subrogation ("Paragon") had been retained to resolve a medical payment reimbursement claim for services rendered to Dublin in connection to her claims in 2019L010655.

**ANSWER: Admitted.**

15. On October 27, 2021, Respondent withdrew \$6,458.33 from Respondent's client trust account via check number 1022 made payable to himself and representing Respondent's portion of the attorney's fee for 2019L010655.

**ANSWER: Admitted.**

16. Between September 2021 and September 2023, Dublin emailed and telephoned Respondent on numerous occasions but did not reach Respondent, nor did he return her emails or calls.

**ANSWER: Admitted that Dublin communicated with Respondent and that he did not respond, but Respondent is unable to confirm dates and phone calls due to lack of knowledge at this time.**

17. At no time between September 2021 and September 2023, did Respondent notify Dublin that he had received her settlement proceeds for 2019L010655.

**ANSWER: Admitted.**

18. For the first time since the settlement of 2019L010655, on May 12, 2022, Respondent emailed a representative of Blue Cross Blue Shield (“BCBS”) for an itemization of services rendered to Dublin.

**ANSWER: Admitted.**

19. On June 17, 2022, a representative of BCBS emailed Respondent itemizations for two BCBS liens arising from services rendered to Dublin.

**ANSWER: Admitted.**

20. On the following dates, a representative of BCBS called and left a voicemail for Respondent regarding BCBS’s liens, but received no responses: January 4, 2023; May 26, 2023; June 26, 2023; and August 1, 2023.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to confirm dates and phone calls due to lack of knowledge at this time.**

21. On the following dates, a representative of BCBS emailed Respondent regarding BCBS’s liens, but received no response: May 26, 2023, and June 26, 2023.

**ANSWER: Admitted.**

22. For the first time since the settlement of 2019L010655, on September 19, 2023, Respondent emailed a representative of Paragon to inform them the matter had settled and to request a reduction of Paragon's lien on Dublin's claim.

**ANSWER: Admitted.**

23. On September 20, 2023, Respondent emailed a representative of BCBS and requested a reduction of BCBS's lien. In response, a representative of BCBS rejected Respondent's offer because BCBS had two liens related to Dublin. The representative of BCBS requested that Respondent call him to give additional settlement details to determine BCBS's reduction on the two liens.

**ANSWER: Admitted.**

24. On October 12, 2023, Respondent emailed a representative of Paragon to follow up on the negotiation of Paragon's lien.

**ANSWER: Admitted.**

25. On October 12, 2023, Respondent spoke to a representative of BCBS and negotiated a reduction of BCBS's liens on Dublin's claim in the amount of \$2,710.76.

**ANSWER: Admitted.**

26. On October 12, 2023, Respondent emailed Dublin to inform her that he had spoken to BCBS and was able to resolve BCBS's liens.

**ANSWER: Admitted.**

27. On November 29, 2023, a representative of Paragon emailed Respondent and confirmed its acceptance of a reduction of his outstanding medical payments claim in the amount of \$500.

**ANSWER: Admitted.**

28. On November 29, 2023, Respondent emailed Dublin a settlement statement for 2019L010655, which itemized the reductions in liens to BCBS and Paragon.

**ANSWER: Admitted.**

29. On January 18, 2024, Respondent emailed Dublin a release agreement for her underinsured motorist claim with her insurance company, also arising from her October 2017 vehicle collision.

**ANSWER: Admitted.**

30. On February 1, 2024, Dublin emailed Respondent the signed settlement statement for her claim in 2019L010655 and the signed release agreement for her underinsured motorist claim.

**ANSWER: Admitted.**

31. At no time between October 21, 2021, and February 14, 2024, did Respondent distribute Dublin's portion of the settlement proceeds from 2019L010655 to Dublin.

**ANSWER: Admitted.**

32. Approximately 2 years and 3 months after depositing Dublin's settlement check, on February 14, 2024, Respondent issued checks to Dublin and Rosenfeld/Farmer, representing their respective portions of the settlement proceeds from 2019L010655.

**ANSWER: Admitted.**

33. On February 16, 2024, Respondent withdrew \$6,458.33 from Respondent's client trust account via check number 1071 made payable to himself for his purported attorney's fee and used the funds for his own personal and/or business purposes. This amount was \$6,458.33 more than Respondent was entitled to receive for his share of the attorney's fees from Dublin's



settlement because check number 1071 was a duplicate payment of check number 1022, referenced in paragraph 15, above.

**ANSWER: Admitted. In further answering, the payment was a mistake as Respondent forgot that the attorney's fees had already been distributed in 2021.**

34. At no time did Respondent have the authority to use any portion of the \$6,458.33 that he withdrew on February 16, 2024, for his own personal and/or business purposes because those funds were in excess of the attorney's fee owed to him for 2019L010655.

**ANSWER: Admitted.**

35. Respondent's use of the funds described in paragraph 33, above, without authority and for his own personal and/or business purposes, constitutes the conversion of funds received in connection with the representation of a client.

**ANSWER: Denied.**

36. In or about February 2024, Respondent received proceeds for Dublin's underinsured motorist claim in the form of check number 0120743525, made payable to the order of Keane Law Office LLC and Stacie Dublin in the amount of \$25,000.

**ANSWER: Admitted.**

37. On February 23, 2024, Respondent deposited the \$25,000 settlement check on behalf of Dublin, referenced in paragraph 36, above, into Respondent's client trust account.

**ANSWER: Admitted.**

38. On March 6, 2024, Respondent issued a check to Dublin, representing her portion of the proceeds from her underinsured motorist claim. On the same date, Respondent issued a check to himself, representing his portion of the proceeds from Dublin's underinsured motorist claim.

**ANSWER: Admitted.**

39. On the following dates, a representative of BCBS emailed, called and left voicemails for Respondent regarding the status of payment of BCBS's liens, but received no response: March 28, 2024, and May 10, 2024.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to confirm dates and phone calls due to lack of knowledge at this time.**

40. On May 6, 2024, a representative of Paragon emailed Respondent regarding the status of payment of Paragon's medical payment reimbursement, but received no response.

**ANSWER: Admitted.**

41. On June 14, 2024, a representative of Paragon called and left a voicemail for Respondent regarding the status of payment of Paragon's medical payment reimbursement, but received no response.

**ANSWER: Admitted that Paragon communicated with Respondent and that he did not respond, but Respondent is unable to confirm dates and phone calls due to lack of knowledge at this time.**

42. On June 14, 2024, a representative of BCBS emailed, called and left a voicemail for Respondent regarding the status of payment of BCBS's liens. On that date, Respondent emailed a representative of BCBS and stated: "I'm so sorry. I will get the check sent out on Monday. I truly am sorry. This is my fault."

**ANSWER: Admitted.**

43. On July 2, 2024, Respondent repaid \$6,458.33 into his client trust account.

**ANSWER: Admitted.**

44. On August 7, 2024, a representative of Paragon called and left a voicemail for Respondent regarding the status of the medical payment reimbursement on behalf of Dublin, but received no response. On that date, Paragon closed its file on Dublin with no recovery and informed its client, Allstate Insurance, of its closure.

**ANSWER: Respondent is unable to admit or deny these allegations due to lack of knowledge.**

45. On December 31, 2024, BCBS received payment from Respondent on behalf of Dublin.

**ANSWER: Admitted that BCBS deposited the check on that date. Respondent is unable to admit or deny the date it was received by BCBS due to lack of knowledge.**

46. On January 2, 2025, Paragon received payment from Respondent on behalf of Dublin.

**ANSWER: Admitted that Paragon deposited the check on that date. Respondent is unable to admit or deny the date it was received by Paragon due to lack of knowledge.**

47. By reason of the conduct described above that occurred before July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to Dublin's requests for information between September 2021 and June 2023, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- b. failing to promptly notify and promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including (1) failing to promptly notify Dublin, Paragon Subrogation, and BlueCross Blue Shield that Respondent had received settlement proceeds in

relation to 2019L010655 and (2) failing to promptly deliver settlement proceeds to Dublin, Paragon Subrogation, and Blue Cross Blue Shield that Respondent had received in relation to 2019L010655, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running the new firm.**

48. By reason of the conduct described above that occurred on or after July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to Dublin's requests for information between July 2023 and September 2023, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- b. using funds or property of clients or third persons for the lawyer's own purposes without authorization, by conduct including withdrawing \$6,458.33 in settlement proceeds received in connection to 2019L010655 via check number 1071 and using those funds for personal and/or business purposes, in violation of 1.15(a) Illinois Rules of Professional Conduct (2010); and
- c. failing to promptly notify and promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including (1) failing to promptly notify Dublin and Paragon Subrogation that Respondent had received settlement proceeds in relation to 2019L010655 and (2) failing to promptly deliver settlement proceeds to Dublin, Paragon Subrogation, and Blue Cross Blue Shield that Respondent had received in relation to 2019L010655,

and in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.

COUNT II  
*(Conversion of \$605.07)*

49. On or about January 29, 2018, Patricia Barker (“Barker”) agreed that Rosenfeld/Farmer would represent Barker in claims for benefits under the Illinois Workers’ Compensation Act for injuries arising out of and in the course of her employment.

**ANSWER: Admitted.**

50. On January 29, 2018, Respondent, while employed at Rosenfeld/Farmer, filed a workers’ compensation claim with the Illinois Workers’ Compensation Commission on behalf of Barker. The matter was assigned claim number 18WC002902.

**ANSWER: Admitted.**

51. On August 22, 2022, Barker executed a settlement contract for 18WC002902.

**ANSWER: Admitted.**

52. On or about August 26, 2022, Respondent received the settlement proceeds for 18WC002902 in the form of check number 1240211820, made payable to the order of Patricia Barker and Attorney Shane Keane.

**ANSWER: Admitted.**

53. On September 21, 2022, Respondent deposited the settlement check on behalf of Barker into Respondent's client trust account.

**ANSWER: Admitted.**

54. On September 26, 2022, Respondent issued a check to Barker, representing her portion of the settlement proceeds and checks to Rosenfeld/Farmer and himself, representing the attorney's fees and costs associated with 18WC002902. Respondent's share of the attorney's fee for Barker's claim was \$2,084.10 and Rosenfeld/Farmer's share of the attorney's fee was \$605.07.

**ANSWER: Admitted.**

55. On September 30, 2022, Respondent withdrew \$2,689.17 from Respondent's client trust account via check number 1083 made payable to himself for his purported attorney's fee and used the funds for his own personal and/or business purposes. This amount was \$605.07 more than Respondent was entitled to for his share of the attorney's fees from Barker's settlement.

**ANSWER: Admitted. In further answering, the withdrawal was an inadvertent error.**

56. At no time did Respondent have authority to use \$605.07 of the \$2,689.17 for his own personal and/or business purposes because those funds were in excess of the attorney's fee owed to him for 18WC002902.

**ANSWER: Admitted.**

57. Respondent's use of the funds described in paragraph 55, above, without authority and for his own personal and/or business purposes, constitutes the conversion of funds received in connection with the representation of a client.

**ANSWER: Denied.**

58. On June 6, 2024, the Administrator subpoenaed Respondent for copies of records related to the receipt and distribution of funds received on behalf of various clients, including Barker.

**ANSWER: Admitted.**

59. On June 21, 2024, the Administrator received correspondence from Respondent in response to the June 6, 2024, subpoena. In his letter, Respondent stated that in reviewing Barker's file, he noticed that he made an error in calculating the distribution of attorney's fees by overpaying himself \$605.07.

**ANSWER: Admitted.**

60. On June 24, 2024, Respondent repaid \$605.07 into his client trust account.

**ANSWER: Admitted.**

61. By reason of the conduct described above that occurred before July 1, 2023, 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, converting \$605.07 in relation to the settlement of 18WC002902 via check number 1083 and using those funds for personal and/or business purposes, in violation of 1.15(a) Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets his mistake in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

COUNT III

*(failing to promptly notify and promptly deliver funds in which a client and third person have an interest)*

62. On or about August 26, 2016, Kendra Coleman (“Coleman”) sustained injuries in a motor vehicle collision.

**ANSWER: Admitted.**

63. On October 31, 2016, Coleman agreed that Rosenfeld/Farmer would represent Coleman in matters relating to the August 2016 vehicle collision. Per the terms of their fee agreement, Rosenfeld/Farmer and Coleman agreed that Rosenfeld/Farmer would be paid a total fee equal to 33 1/3% of the gross amount recovered from Coleman’s claim and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

64. On October 17, 2018, Respondent, while employed at Rosenfeld/Farmer, filed a complaint on behalf of Coleman in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2018L008935 to the matter.

**ANSWER: Admitted.**

65. In or about October 2020, Coleman executed a stipulation to substitute Keane Law Office as the attorney of record in 2018L008935. At that time, Coleman also consented in writing to Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2018L008935.

**ANSWER: Admitted.**

66. On October 29, 2020, Respondent filed a motion for leave to substitute Keane Law Office as the attorney of record for Coleman in 2018L008935. On November 30, 2020, Respondent filed a substitute appearance.



**ANSWER: Admitted.**

67. In or about January 2022, Respondent sent Coleman the settlement agreement for 2018L008935 and a limited power of attorney which would allow Respondent to deposit the settlement proceeds on Coleman's behalf. Shortly thereafter, Coleman signed the settlement agreement and limited power of attorney and sent them back to Respondent.

**ANSWER: Admitted.**

68. In or about February 2022, Respondent received settlement proceeds for 2018L008935 in the form of check number 00017076, made payable to the order of Keane Law Office and Kendra Coleman in the amount of \$16,000.

**ANSWER: Admitted.**

69. On May 13, 2022, Respondent deposited the \$16,000 settlement check on behalf of Coleman into Respondent's client trust account.

**ANSWER: Admitted.**

70. Upon receipt of the settlement proceeds on behalf of Coleman, Respondent was obligated to contact any third parties who may have asserted a lien for the payment of services rendered to Coleman in connection to her claims in 2018L008935.

**ANSWER: Admitted.**

71. At the time Respondent deposited the settlement proceeds on behalf of Coleman, Respondent was aware that Total Rehab, P.C. ("Total Rehab") had asserted a physical therapist lien for services rendered to Coleman in connection to her claims in 2018L008935.

**ANSWER: Admitted.**

72. For the first time since the settlement of 2018L008935, on September 1, 2023, Respondent called and left a voicemail for Total Rehab, P.C. ("Total Rehab"), regarding its lien.

That day, a representative of Total Rehab returned Respondent's call and left a voicemail but received no further response.

**ANSWER: Admitted.**

73. On May 3, 2024, Respondent called a representative of Total Rehab and negotiated a reduction of Total Rehab's lien on Coleman's claim in the amount of \$4,900.

**ANSWER: Admitted.**

74. At no time between May 13, 2022, and May 16, 2024, did Respondent distribute Coleman's portion of the settlement proceeds from 2019L010655 to Coleman.

**ANSWER: Admitted.**

75. Two years after depositing the settlement proceeds, on May 16, 2024, Respondent issued a check to Coleman, representing her portion of the settlement proceeds for 2018L008935.

**ANSWER: Admitted.**

76. On May 23, 2024, Respondent called and spoke to a representative of Total Rehab. At that time, Respondent indicated he would send a check soon and confirmed the address the check should be mailed to.

**ANSWER: Admitted.**

77. On May 25, 2024, Respondent issued checks to Rosenfeld/Farmer and himself, representing their respective attorney's fees and costs for 2018L008935.

**ANSWER: Admitted.**

78. On August 15, 2024, a representative of Total Rehab called Respondent regarding the status of payment of Total Rehab's lien. Respondent indicated that the payment should have

been sent, but he was not in his office to check at that time and would call back again the following Monday, on August 19, 2024.

**ANSWER: Admitted, except as to the date of the call due to lack of knowledge.**

79. On the following dates, a representative of Total Rehab called and left a voicemail for Respondent regarding the status of payment on behalf of Coleman: September 12, 2024; October 16, 2024; October 17, 2024; and October 24, 2024.

**ANSWER: Admitted that total Rehab communicated with Respondent and that he did not respond, but Respondent is unable to confirm dates and phone calls due to lack of knowledge at this time.**

80. On January 2, 2025, Total Rehab received payment from Respondent on behalf of Coleman.

**ANSWER: Admitted that the check was received and/or deposited on that date.**

81. By reason of the conduct described above that occurred before July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly notify and promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including (1) failing to promptly notify Total Rehab, P.C. that Respondent had received settlement proceeds in relation to 2018L00835; and (2) failing to promptly deliver settlement proceeds to Coleman and Total Rehab, P.C. that Respondent had received in relation to 2018L008935, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was**

**overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

82. By reason of the conduct described above that occurred after July 1, 2023, Respondent has engaged in the following misconduct:

- a. Failing to promptly notify and promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including (1) failing to promptly notify Total Rehab, P.C. that Respondent had received settlement proceeds in relation to 2018L008935; and (2) failing to promptly deliver settlement proceeds to Coleman and Total Rehab, P.C. that Respondent had received in relation to 2018L008935, in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

#### COUNT IV

*(failing to respond to requests for communication, failing to deposit funds into a client trust account, failing to promptly notify and promptly deliver funds in which a client and third person have an interest)*

83. On November 24, 2017, Jose Velgara (“Velgara”) and his wife, Nancy Rivera (“Rivera”), sustained injuries in a motor vehicle collision.

**ANSWER: Admitted.**

84. On or about April 17, 2018, Velgara and Rivera agreed that Rosenfeld/Farmer would represent Velgara and Rivera in matters relating to the November 2017 vehicle collision. Per the terms of their agreement, Rosenfeld/Farmer, Velgara, and Rivera agreed that

Rosenfeld/Farmer would be paid a total fee equal to 25% of the gross amount recovered from both Velgara's claim and Rivera's claim and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

85. On November 21, 2019, Respondent, while employed at Rosenfeld/Farmer, filed a complaint on behalf of Velgara and Rivera in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2019L012905 to the matter.

**ANSWER: Admitted.**

86. On October 8, 2020, Rivera and Velgara executed a stipulation to substitute Keane Law Office as the attorney of record in 2019L02905. On that date, Rivera and Velgara also consented in writing to Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2019L02905.

**ANSWER: Admitted.**

87. In 2022, the parties reached an agreed resolution of Velgara and Rivera's case and on July 26, 2022, Respondent emailed Velgara and Rivera the settlement agreements for their respective claims in 2019L012905. Shortly thereafter, Velgara and Rivera signed the settlement statements and emailed them to Respondent.

**ANSWER: Admitted.**

88. On August 3, 2022, the court entered an agreed dismissal order in 2019L012905, due to settlement of the case.

**ANSWER: Admitted.**

89. On or about August 3, 2022, Respondent received settlement proceeds for 2019L012905 in the form of check number 00656249, made payable to the order of Keane Law Office LLC and Nancy Rivera in the amount of \$30,000.

**ANSWER: Admitted.**

90. On or about August 5, 2022, Respondent received settlement proceeds for 2019L012905 in the form of check number 00656536, made payable to the order of Keane Law Office LLC and Jose Velgara in the amount of \$85,000.

**ANSWER: Admitted.**

91. Upon receipt of the settlement proceeds on behalf of Rivera and Velgara, Respondent was obligated to contact any third parties who may have asserted a lien for the payment of services rendered to Rivera and Velgara, respectively, in connection to their claims in 2019L012905.

**ANSWER: Admitted.**

92. At the time Respondent received the settlement proceeds on behalf of Rivera, Respondent was aware that BCBS had asserted a lien for services rendered to Rivera in connection to her claims in 2019L012905.

**ANSWER: Admitted.**

93. At the time Respondent received the settlement proceeds on behalf of Velgara, Respondent believed that Medicare and/or the Veteran's Administration ("VA") had asserted a lien for services rendered to Velgara in connection with his claims in 2019L012905.

**ANSWER: Admitted.**

94. On August 11, 2022, and September 22, 2022, a representative of BCBS called and left voicemails for Respondent regarding BCBS's lien on Rivera's claim, but received no response.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

95. On September 27, 2022, Respondent informed Velgara that Respondent had received the settlement checks for Velgara and Rivera's claims, but needed to draft a limited power of attorney so that he could deposit the settlement checks on their behalf. He stated he would email the limited power of attorney when he was back in the office the next day.

**ANSWER: Admitted.**

96. In October and November 2022, Velgara texted Respondent multiple times requesting an update on the distribution of Velgara and Rivera's settlement proceeds but received no response.

**ANSWER: Admitted.**

97. On November 3, 2022, a representative of BCBS called and left a voicemail for Respondent, regarding BCBS's lien on Rivera's claim, but received no response.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

98. On December 6, 2022, Respondent texted Velgara: "Mr. Velgara, very sorry for not getting back sooner. Have had some personal matters going on. I'm on it to wrap your case up. Thank you so much for your patience. I do truly appreciate it."

**ANSWER: Admitted.**

99. In December 2022, Velgara texted Respondent multiple times requesting an update on the distribution of Velgara and Rivera's settlement proceeds but received no response.

**ANSWER: Admitted.**

100. On January 3, 2023, a representative of BCBS called and left a voicemail for Respondent, regarding BCBS's lien on Rivera's claim, but received no response.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

101. On January 10, 2023, Respondent emailed Velgara two limited powers of attorney for Velgara and Rivera, respectively, which would allow Respondent to endorse and deposit each of the settlement checks into Respondent's client trust account. Shortly thereafter, Velgara and Rivera signed the limited powers of attorney and emailed them back to Respondent.

**ANSWER: Admitted.**

102. In January and February 2023, Velgara continued to text Respondent multiple times requesting an update on the distribution of Velgara and Rivera's settlement proceeds but received no response.

**ANSWER: Admitted.**

103. On February 15, 2023, a representative of BCBS called and left a voicemail for Respondent regarding BCBS's lien on Rivera's claim, but received no response.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**



104. On March 16, 2023, Respondent texted Velgara that it was taking longer for Respondent to finalize everything because of Medicare and the VA.

**ANSWER: Admitted.**

105. On March 31, 2023, a representative of BCBS called and left a voicemail for Respondent regarding BCBS's lien on Rivera's claim, but received no response.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

106. For the first time since receiving the settlement proceeds on behalf of Rivera, on April 5, 2023, Respondent emailed a representative of BCBS and requested an itemization of BCBS's payments made on Rivera's behalf.

**ANSWER: Admitted.**

107. On or about May 9, 2023, Respondent received a letter from BCBS confirming a reduction in BCBS's lien on Rivera's claim in the amount of \$4,037. Respondent took no action in response to the letter.

**ANSWER: Admitted.**

108. On June 20, 2023, the Administrator of the Attorney Registration and Disciplinary Commission ("ARDC") received a request for investigation of Respondent from Velgara and Rivera, alleging Respondent had not distributed their settlement proceeds and failed to adequately communicate to them regarding the status of their settlement. The Administrator docketed an inquiry into Respondent's conduct as investigation number 2023IN02029.

**ANSWER: Admitted.**

109. On June 23, 2023, counsel for the Administrator sent a copy of Velgara and Rivera's request for investigation to Respondent, requesting a response to the allegations.

**ANSWER: Admitted.**

110. On July 7, 2023, the Administrator received Respondent's response to investigation number 2023IN02029. In his response as to Velgara, Respondent stated that he was under an obligation to contact Medicare and the VA and repay them a portion of what was paid for Velgara's medical bills, but negotiations with them were taking longer than expected. In his response as to Rivera, Respondent stated that he had now received a confirmation letter from BCBS for a reduction of their lien and should now be able to disburse Rivera's settlement proceeds.

**ANSWER: Admitted.**

111. Approximately 11 months after receiving the settlement check, on July 7, 2023, Respondent deposited the \$30,000 settlement check on behalf of Rivera, referenced in paragraph 89, above, into Respondent's client trust account.

**ANSWER: Admitted.**

112. Approximately 11 months after receiving the settlement check, on July 14, 2023, Respondent deposited the \$85,000 settlement check on behalf of Velgara, referenced in paragraph 90, above, into Respondent's client trust account.

**ANSWER: Admitted.**

113. At no time between August 3, 2022, and September 14, 2023, did Respondent distribute Rivera's portion of the settlement proceeds from 2019L012905 to Rivera.

**ANSWER: Admitted.**

114. On September 14, 2023, Rivera signed a settlement statement for her claim, and Respondent distributed funds from Rivera's settlement proceeds to Rivera, Rosenfeld/Farmer, and Respondent in the form of three separate checks.

**ANSWER: Admitted.**

115. On the following dates, a representative of BCBS called and left a voicemail for Respondent regarding the status of payment on behalf of Rivera, but received no responses: August 8, 2023; September 14, 2023; October 6, 2023; December 7, 2023; February 7, 2024; April 5, 2024; and June 6, 2024. At no time did Respondent respond to BCBS's calls between August 2023 and June 2024.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

116. 116. On June 21, 2024, Respondent informed Velgara that the VA did not have a lien on Velgara's claim. On that date, Respondent also agreed to reduce his 25% fee to 20%, and emailed Velgara a settlement statement. Respondent further informed Velgara that once Respondent received the signed settlement statement, he would issue Velgara's check as soon as possible. Shortly thereafter, Velgara signed the settlement statement and sent it back to Respondent.

**ANSWER: Admitted.**

117. On August 12, 2024, and October 4, 2024, a representative of BCBS called and left voicemails for Respondent regarding the status of payment on behalf of Rivera.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

118. At no time between August 5, 2022, and November 13, 2024, did Respondent distribute Velgara's portion of the settlement proceeds from 2019L012905 to Velgara.

**ANSWER: Admitted.**

119. On November 13, 2024, Respondent issued a check to Velgara representing Velgara's portion of his settlement proceeds.

**ANSWER: Admitted.**

120. On December 31, 2024, BCBS received payment from Respondent on behalf of Rivera.

**ANSWER: Admitted that BCBS received and/or deposited the payment on that date.**

121. By reason of the conduct described above that occurred before July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to Velgara and Rivera's requests for information regarding the status and distribution of settlement proceeds Respondent received for 2019L012905 between October 2022 and February 2023, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- b. failing to deposit funds of clients or third persons that is in a lawyer's possession in connection with a representation in a separate and identifiable client trust account, by conduct including (1) failing to deposit settlement check number 00656249 which Respondent received on behalf of Rivera in relation to 2019L012905 into Respondent's client trust account

between August 2022 and June 30, 2023; and (2) failing to deposit settlement check number 00656536 which Respondent received on behalf of Velgara in relation to 2019L012905 into Respondent's client trust account between August 2022 and June 30, 2023, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

- c. failing to promptly notify and promptly deliver to the client(s) or third person any funds the client or third person are entitled to receive, by conduct including (1) failing to promptly notify Blue Cross Blue Shield that Respondent had received settlement proceeds in relation to 2019L012905 on behalf of Rivera; and (2) failing to promptly deliver settlement proceeds to Velgara, Rivera, and Blue Cross Blue Shield that Respondent had received in relation to 2019L012905, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

122. By reason of the conduct described above that occurred on or after July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to deposit funds of clients or third persons that is in a lawyer's possession in connection with a representation in a separate and identifiable client trust account, by conduct including (1) failing to deposit settlement check number 00656249 which Respondent received on behalf of Rivera in relation to 2019L012905 into Respondent's client trust account between July 1, 2023, and July 7, 2023; and (2) failing to deposit settlement check number 00656536 which Respondent received on behalf of Velgara in relation to 2019L012905 into Respondent's client trust account between July 1, 2023, and July 14, 2023, in violation of

Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010);

- b. failing to promptly deliver to the client(s) or third person any funds the client or third person are entitled to receive, by conduct including failing to promptly deliver settlement proceeds to Velgara, Rivera, and Blue Cross Blue Shield that Respondent had received in relation to 2019L012905, in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

COUNT V

*(failing to respond to requests for communication, failing to promptly notify and promptly deliver funds in which a client and third person have an interest)*

123. On January 18, 2018, Kim Badie (“Badie”) sustained injuries when she slipped and fell in a hardware store.

**ANSWER: Admitted.**

124. On January 22, 2018, Badie agreed that Rosenfeld/Farmer would represent Badie in matters relating to the January 2018 fall. Per the terms of their agreement, Rosenfeld/Farmer and Badie agreed that Rosenfeld/Farmer would be paid a total fee equal to 33 1/3% of the gross amount recovered from Badie’s claim and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

125. On January 13, 2020, Respondent, while employed at Rosenfeld/Farmer, filed a complaint on behalf of Badie in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2020L000538 to the matter.

**ANSWER: Admitted.**

126. In or about October 2020, Badie executed a stipulation to substitute Keane Law Office as the attorney of record in 2020L000538. At that time, Badie also consented in writing to Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2020L000538.

**ANSWER: Admitted.**

127. On October 14, 2020, Respondent filed a motion for leave to substitute Keane Law Office as the attorney of record for Badie in 2020L000538. The motion was granted on October 15, 2020.

**ANSWER: Admitted.**

128. In 2022, the parties reached an agreed resolution of Badie's claims and on May 6, 2022, Respondent emailed Badie a settlement agreement for the settlement amount of \$15,000. On that date, Badie signed the settlement agreement and emailed it to Respondent.

**ANSWER: Admitted.**

129. On May 13, 2022, the court entered order dismissing 2020L000538, due to settlement of the case.

**ANSWER: Admitted.**

130. At the time Badie's case was settled, Respondent was aware that BCBS had asserted a lien for services rendered to Badie in connection to her claims in 2020L000538.

**ANSWER: Admitted.**

131. Between June 2022 and June 2023, Badie telephoned Respondent on numerous occasions but did not reach Respondent, nor did he return her calls.

**ANSWER: Admitted that Badie communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

132. Between June 2022 and June 2023, Badie texted Respondent on numerous occasions requesting an update on the distribution of settlement proceeds, but often received no response. On the limited occasions when Respondent would reply to Badie's texts, he would state that he hoped to have her matter wrapped up soon.

**ANSWER: Admitted.**

133. Between June 2022 and June 2023, a representative of BCBS called and left voicemails for Respondent at least 11 times, regarding the status of Badie's claim. At no time did Respondent respond to BCBS.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

134. On August 24, 2023, the Administrator received a request for investigation of Respondent from Badie, alleging that Respondent had not distributed her settlement proceeds and failed to respond to her communications. The Administrator docketed an inquiry into Respondent's conduct as investigation number 2023IN02885.

**ANSWER: Admitted.**



135. On September 11, 2023, counsel for the Administrator sent a copy of Badie's request for investigation to Respondent, requesting a response to the allegations.

**ANSWER: Admitted.**

136. On September 23, 2023, Respondent filed a motion to enforce the settlement in 2020L000538, alleging that the settlement check Respondent received in May 2022 was dated February 11, 2022, was only valid for 90 days, and was incorrectly made payable to his prior law firm.

**ANSWER: Admitted.**

137. On or about September 26, 2023, Respondent received a new settlement check for 2020L000538 in the form of check number 72130321, made payable to the order of Keane Law Office LLC and Kim Badie in the amount of \$15,000.

**ANSWER: Admitted.**

138. On December 7, 2023, Respondent deposited the \$15,000 settlement check on behalf of Badie into Respondent's client trust account.

**ANSWER: Admitted.**

139. For the first time since the settlement of Badie's case in May 2022, on May 3, 2024, Respondent emailed a representative of BCBS and requested an itemization of any payments made by BCBS on behalf of Badie, in order to resolve BCBS's lien.

**ANSWER: Admitted.**

140. On June 25, 2024, a representative of BCBS emailed Respondent a medical itemization report.

**ANSWER: Admitted.**

141. On August 1, 2024, Respondent emailed a representative of BCBS to negotiate a reduction in BCBS's lien.

**ANSWER: Admitted.**

142. On August 14, 2024, and September 4, 2024, a representative of BCBS called and left voicemails for Respondent, regarding BCBS's lien on Badie's claim. At no time did Respondent respond to BCBS.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

143. On September 26, 2024, Respondent emailed a representative of BCBS requesting a follow-up on Respondent's August 1, 2024, email.

**ANSWER: Admitted.**

144. On September 26, 2024, a representative of BCBS faxed Respondent a letter requesting additional information regarding Badie's claim.

**ANSWER: Admitted.**

145. On October 10, 2024, a representative of BCBS called and left a voicemail for Respondent, regarding BCBS's lien on Badie's claim. At no time did Respondent respond to BCBS.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

146. At no time between December 7, 2023, and the date of filing this complaint, did Respondent notify Badie that he had received her settlement proceeds for 2020L00538.

**ANSWER: Admitted.**

147. At no time between December 7, 2023, and the date of filing this compliant, did Respondent distribute Badie's portion of the settlement proceeds from 2020L00538 to Badie.

**ANSWER: Admitted.**

148. As of the date of filing this complaint, Badie has not received any portion of her settlement proceeds.

**ANSWER: Admitted.**

149. At no time between September 26, 2023, and the date of filing this compliant, did Respondent distribute BCBS's portion of the settlement proceeds from 2020L00538 to BCBS on behalf of Badie.

**ANSWER: Admitted.**

150. As of the date of filing this complaint, BCBS has not received any portion of the settlement proceeds on behalf of Badie.

**ANSWER: Admitted.**

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

- a. information, by conduct including failing to respond to Badie's requests for information between June 2022 and June 2023, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);
- b. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to enforce the settlement in 2020L00538 between May 2022 and September 2023, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); and
- c. failing to promptly notify and promptly deliver to the client(s) or third person any funds the client or third person are entitled to receive, by conduct including (1)

failing to promptly notify Badie and Blue Cross Blue Shield that Respondent had received settlement proceeds in relation to 2020L00538; and (2) failing to promptly deliver settlement proceeds to Badie and Blue Cross Blue Shield that Respondent had received in relation to 2020L00538, in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

COUNT VI

*(failing to promptly notify and promptly deliver funds in which a client and third person have an interest)*

152. On or about January 22, 2018, Marjorie Pozzie (“Pozzie”) sustained injuries when she fell on a sidewalk in Chicago.

**ANSWER: Admitted.**

153. On March 22, 2018, Pozzie agreed that Rosenfeld/Farmer would represent Pozzie in matters relating to the January 2018 fall. Per the terms of their agreement, Rosenfeld/Farmer and Pozzie agreed that Rosenfeld/Farmer would be paid a total fee equal to 33 1/3% of the gross amount recovered from Pozzie’s claim without a suit being filed and a total fee equal to 40% of the gross amount recovered in the event a suit is filed and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

154. On January 2, 2019, Respondent, while employed at Rosenfeld/Farmer, filed a complaint on behalf of Pozzie in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2019L000011 to the matter.

**ANSWER: Admitted.**

155. In or about October 2020, Pozzie executed a stipulation to substitute Keane Law Office as the attorney of record in 2019L00011. At that time, Pozzie also consented in writing to Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2019L000011.

**ANSWER: Admitted.**

156. On October 15, 2020, Respondent filed a motion for leave to substitute Keane Law Office as the attorney of record for Pozzie in 2019L00011. The motion was granted on October 20, 2020.

**ANSWER: Admitted.**

157. In June 2021, the parties reached a settlement in 2019L00011 and executed a written settlement agreement for a gross amount of \$80,000.

**ANSWER: Admitted.**

158. On or about June 28, 2021, Respondent received settlement proceeds for 2019L00011, in the form of check number 1100183170, made payable to the order of Keane Law Office LLC and Marjorie Pozzie in the amount of \$80,000.

**ANSWER: Admitted.**

159. On July 8, 2021, Respondent deposited the \$80,000 settlement check on behalf of Pozzie into Respondent's client trust account.

**ANSWER: Admitted.**

160. At the time Respondent deposited the settlement proceeds on behalf of Pozzie, Respondent was aware that Equian was pursuing a recovery on behalf of BCBS for services rendered to Pozzie in connection with her claims in 2019L00011.

**ANSWER: Admitted.**

161. On July 23, 2021, Respondent issued a check to himself in the amount of \$14,133.34, representing his attorney fees.

**ANSWER: Admitted.**

162. On February 7, 2022, Respondent received a notice of hospital lien from Glass Mountain Capital, LLC (“Glass Mountain Capital”) on behalf of Hinsdale Hospital for services rendered to Pozzie in connection with her claims in 2019L0011.

**ANSWER: Admitted.**

163. On August 31, 2022, Equian sent Respondent correspondence confirming its acceptance of a reduction of BCBS’s lien for services rendered to Pozzie in the amount of \$3,730.79.

**ANSWER: Admitted.**

164. In or about September 2022, Respondent negotiated a reduction of Hinsdale Hospital’s lien on Pozzie’s claim in the amount of \$1,200.

**ANSWER: Admitted.**

165. On September 20, 2022, Respondent issued checks to Rosenfeld/Farmer, representing their attorney fees and costs for 2019L00011, and a check to Pozzie representing her portion of the settlement proceeds.

**ANSWER: Admitted.**

166. On December 30, 2022, and February 22, 2023, Equian sent correspondence to Respondent regarding the payment of BCBS's lien but received no response.

**ANSWER: Admitted.**

167. On March 30, 2023, a representative of Glass Mountain Capital emailed Respondent regarding payment to Glass Mountain Capital for Hinsdale Hospital's lien, but received no response.

**ANSWER: Admitted.**

168. On April 6, 2023, a representative of Equian emailed Respondent regarding the payment of BCBS's lien. On that date, Respondent emailed a representative of Equian and stated: "Sorry for the delay. There was some other issues that have now been resolved. When I get back in town I'll have the check issued."

**ANSWER: Admitted.**

169. On September 27, 2023, a representative of Glass Mountain Capital emailed Respondent regarding payment to Glass Mountain Capital for Hinsdale Hospital's lien, but received no response.

**ANSWER: Admitted.**

170. On December 30, 2024, Glass Mountain Capital received payment from Respondent on behalf of Pozzie.

**ANSWER: Admitted.**

171. At no time between July 8, 2021, and the date of filing this complaint, did Respondent distribute BCBS's portion of the settlement proceeds from 2019L00011 to Equian or BCBS on behalf of Pozzie.

**ANSWER: Denied. The check was sent to BCBS prior to the filing of the complaint, but they emailed Respondent on February 4, 2025 and indicated that it could not be deposited because it was made out to BCBS rather than its servicer, Equian. As a result, Respondent stopped payment on the prior check and sent a new one.**

172. As of the date of filing this complaint, BCBS has not received any portion of the settlement proceeds on behalf of Pozzie.

**ANSWER: Denied. The check was sent to BCBS prior to the filing of the complaint, but they emailed Respondent on February 4, 2025 and indicated that it could not be deposited because it was made out to BCBS rather than its servicer, Equian. As a result, Respondent stopped payment on the prior check and sent a new one.**

173. By reason of the conduct described above that occurred before July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including failing to promptly deliver settlement proceeds Respondent received for 2019L00011 to Pozzie, Equian on behalf of Blue Cross Blue Shield, and Glass Mountain Capital on behalf of Hinsdale Hospital, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

174. By reason of the conduct described above that occurred on and after July 1, 2023, Respondent has engaged in the following misconduct:



- a. failing to promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including failing to promptly deliver settlement proceeds Respondent received for 2019L00011 to Equian on behalf of Blue Cross Blue Shield and Glass Mountain Capital on behalf of Hinsdale Hospital, in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

COUNT VII

*(failing to deposit funds into a client trust account, failing to promptly notify and promptly deliver funds in which a client and third person have an interest)*

175. On or about January 30, 2018, Sharonda Sneed (“Sneed”) sustained injuries in a motor vehicle collision.

**ANSWER: Admitted.**

176. On February 6, 2018, Sneed agreed that Rosenfeld/Farmer would represent Sneed in matters relating to the January 2018 collision. Per the terms of their agreement, Rosenfeld/Farmer and Sneed agreed that Rosenfeld/Farmer would be paid a total fee equal to 33 1/3% of the gross amount recovered from Sneed’s claim and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

177. On January 13, 2020, Respondent, while employed at Rosenfeld/Farmer, filed a complaint on behalf of Sneed in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2020L000548 to the matter.

**ANSWER: Admitted.**

178. On September 22, 2020, Sneed executed a stipulation to substitute Keane Law Office as the attorney of record in 2020L000548. At that time, Sneed also consented in writing to Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2020L000548.

**ANSWER: Admitted.**

179. On October 15, 2020, Respondent filed a motion for leave to substitute Keane Law Office as the attorney of record for Sneed in 2020L000548. The motion was granted on October 20, 2020.

**ANSWER: Admitted.**

180. On May 12, 2022, the court dismissed case number 2020L000548 pursuant to a settlement agreement by the parties.

**ANSWER: Admitted.**

181. In 2022, the parties reached an agreed resolution of Sneed's claims and on or about June 16, 2022, Sneed executed a settlement release for a settlement in the amount of \$100,000.

**ANSWER: Admitted.**

182. In or about October 2022, Respondent received settlement proceeds for 2020L000548 in the form of check number 1017766266, made payable to the order of Keane Law Office LLC and Sharonda Sneed in the amount of \$100,000.

**ANSWER: Admitted.**

183. Upon receipt of the settlement proceeds on behalf of Sneed, Respondent was obligated to contact any third parties who may have asserted a lien for the payment of services rendered to Sneed in connection to her claims in 2020L000548.

**ANSWER: Admitted.**

184. At the time Respondent received the settlement proceeds on behalf of Sneed, Respondent was aware that Equian, BCBS, and Chestnut Medical Services, LLC, on behalf of Dr. Suneela Harsoor and Pain Specialists of Illinois, had asserted various liens for services rendered to Sneed in connection with her claims in 2020L000548.

**ANSWER: Admitted.**

185. On October 22, 2022, Sneed signed a limited power of attorney, authorizing Respondent to endorse her name and deposit the settlement check.

**ANSWER: Admitted.**

186. On December 1, 2022, a representative of Chestnut Medical Services, LLC emailed Respondent confirming a reduction of Dr. Suneela Harsoor's lien on Sneed's claim in the amount of \$450 and a reduction of Pain Specialists of Illinois's lien on Sneed's claim in the amount of \$300.

**ANSWER: Admitted.**

187. On December 12, 2022, Equian sent correspondence to Respondent confirming a reduction of Equian's lien on Sneed's claim in the amount of \$1,900.

**ANSWER: Admitted.**

188. Approximately five months after receiving the settlement check on behalf of Sneed, on March 8, 2023, Respondent deposited the \$100,000 settlement check on behalf of Sneed into Respondent's client trust account.

**ANSWER: Admitted.**

189. On March 9, 2023, BCBS sent correspondence to Respondent confirming a reduction in BCBS's lien on Sneed's claim in the amount of \$17,000.

**ANSWER: Admitted.**

190. On March 24, 2023, Respondent issued checks to Rosenfeld/Farmer and himself, representing their attorney fees and costs for 2020L000548, respectively.

**ANSWER: Admitted.**

191. On March 29, 2023, Respondent issued a check to Sneed, representing her portion of the settlement proceeds for 2020L000548.

**ANSWER: Admitted.**

192. On the following dates, a representative of BCBS called and/or left a voicemail for Respondent regarding payment of BCBS's lien but received no responses: June 7, 2023; July 10, 2023; August 8, 2023; and September 7, 2023.

**ANSWER: Admitted that BCBS communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

193. On the following dates, a representative of BCBS emailed Respondent regarding payment of BCBS's lien but received no responses: September 7, 2023; October 12, 2023; November 6, 2023; and December 11, 2023.

**ANSWER: Admitted.**

194. On November 6, 2023, Sneed received a call from a BCBS representative who informed her that they had been trying to reach Respondent regarding the status of BCBS's lien but Respondent had not responded to their communications.

**ANSWER: Respondent is unable to admit or deny the allegations due to lack of knowledge.**

195. On November 7, 2023, Sneed texted Respondent that she was informed by a representative of BCBS that they had not received payment for BCBS's lien and that Respondent had not responded to BCBS's calls or emails.

**ANSWER: Admitted.**

196. On November 7, 2023, Respondent texted Sneed and stated, in part: "A check was mailed out awhile [sic] ago so I'll need to see if it was ever cashed. If not, then I'll simply cancel that check and reissue."

**ANSWER: Admitted.**

197. Respondent's statement in his November 7, 2023, text message to Sneed, as set forth in paragraph 196, above, that he had previously mailed a check to BCBS on Sneed's behalf was false because Respondent had not sent any checks to BCBS on behalf of Sneed before November 7, 2023. Respondent knew his statement was false when he made it.

**ANSWER: Denied.**

198. On or about December 2, 2023, Respondent issued a check to BCBS on behalf of Sneed, representing payment of BCBS's lien.

**ANSWER: Admitted.**

199. On January 2, 2025, Equian received payment from Respondent on behalf of Sneed.

**ANSWER: Admitted that Equian received and/or deposited the payment on that date.**

200. At no time between October 2022 and the date of filing this complaint, did Respondent distribute Dr. Suneela Harsoor's portion of the settlement proceeds from 2020L000548 to Chestnut Medical Services, LLC or Dr. Suneela Harsoor on behalf of Sneed.

**ANSWER: Denied. Dr. Harsoor deposited the check from Respondent on February 11, 2025.**

201. As of the date of filing this complaint, Dr. Suneela Harsoor has not received any portion of the settlement proceeds on behalf of Sneed.

**ANSWER: Denied. Dr. Harsoor deposited the check from Respondent on February 11, 2025.**

202. At no time between October 2022 and the date of filing this complaint, did Respondent distribute Pain Specialists of Illinois's portion of the settlement proceeds from 2020L000548 to Chestnut Medical Services, LLC or Pain Specialists of Illinois on behalf of Sneed.

**ANSWER: Denied. Pain Specialists deposited the check from Respondent on February 11, 2025.**

203. As of the date of filing this complaint, Pain Specialists of Illinois has not received any portion of the settlement proceeds on behalf of Sneed.

**ANSWER: Denied. Pain Specialists deposited the check from Respondent on February 11, 2025.**

204. By reason of the conduct described above that occurred before July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to deposit funds of clients or third persons that is in a lawyer's possession in connection with a representation in a separate and identifiable client trust account, by conduct including failing to deposit

settlement check number 101776626 which Respondent received on behalf of Sneed in relation to 2020L000548 into Respondent's client trust account between October 2022 and March 8, 2023, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

- b. failing to promptly deliver to the client or third person(s) any funds the client or third person(s) are entitled to receive, by conduct including failing to promptly deliver settlement proceeds to Blue Cross Blue Shield, Equian, and Chestnut Medical Services, LLC on behalf of Dr. Suneela Harsoor and Pain Specialists of Illinois, that Respondent had received in relation to 2020L00548, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

205. By reason of the conduct described above that occurred after July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly deliver to the client or third person(s) any funds the client or third person(s) are entitled to receive, by conduct including failing to promptly deliver settlement proceeds to Blue Cross Blue Shield, Equian, and Chestnut Medical Services, LLC on behalf of Dr. Suneela Harsoor and Pain Specialists of Illinois, that Respondent had received in relation to 2020L00548, in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by misrepresenting to Sneed that Respondent had issued payment to BCBS for their lien prior to November 7, 2023, in violation of Rule 8.4(c).

**ANSWER:** As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.

COUNT VIII

*(failing to respond to requests for communication, failing to promptly deliver funds in which a client and third person have an interest)*

206. On or about May 9, 2018, Emma Henry (“Henry”) sustained injuries when she fell on a sidewalk in Chicago.

**ANSWER: Admitted.**

207. On August 31, 2018, Henry agreed that Rosenfeld/Farmer would represent Henry in matters relating to the May 2018 fall. Per the terms of their agreement, Rosenfeld/Farmer and Henry agreed that Rosenfeld/Farmer would be paid a total fee equal to 33 1/3% of the gross amount recovered from Henry’s claim, and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

208. On May 7, 2019, Respondent, while employed at Rosenfeld/Farmer, filed a complaint on behalf of Henry in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2019L004933 to the matter.

**ANSWER: Admitted.**

209. In or about October 2020, Henry executed a stipulation to substitute Keane Law Office as the attorney of record in 2019L004933. At that time, Henry also consented in writing to



Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2019L04933.

**ANSWER: Admitted.**

210. On October 29, 2020, Respondent filed a motion for leave to substitute Keane Law Office as the attorney of record for Henry in 2019L004933. The motion was granted on October 15, 2020.

**ANSWER: Admitted.**

211. In 2021, the parties reached an agreed resolution of Henry's case and on May 19, 2021, the court dismissed case number 2019L004933 pursuant to a settlement agreement by the parties.

**ANSWER: Admitted.**

212. On July 8, 2021, Respondent mailed Henry a copy of a settlement agreement for a settlement in the amount of \$10,000. In addition, Respondent mailed Henry a limited power of attorney which would allow Respondent to deposit the settlement proceeds on Henry's behalf.

**ANSWER: Admitted.**

213. On July 15, 2021, Henry executed the settlement documents and sent them to Respondent.

**ANSWER: Admitted.**

214. In or about September 2021, Respondent received settlement proceeds for 2019L004933 in the form of check number 9160625427, made payable to the order of Keane Law Office LLC and Emma Henry in the amount of \$10,000.

**ANSWER: Admitted.**

215. On September 27, 2021, Respondent deposited the \$10,000 settlement check on behalf of Henry into Respondent's client trust account.

**ANSWER: Admitted.**

216. Upon the receipt of the settlement proceeds on behalf of Henry, Respondent was obligated to contact any third parties who may have asserted a lien for the payment of services rendered to Henry in connection to her claims in 2019L004933.

**ANSWER: Admitted.**

217. At the time Respondent deposited the settlement proceeds on behalf of Henry, Respondent believed that Medicare had asserted a lien for services rendered to Henry in connection with her claims in 2019L004933.

**ANSWER: Admitted.**

218. Between September 2021 and February 2023, Henry telephoned Respondent on numerous occasions but did not reach Respondent, nor did he return her calls.

**ANSWER: Admitted that Henry communicated with Respondent and that he did not respond, but Respondent is unable to admit or deny dates and phone calls due to lack of knowledge at this time.**

219. At no time between September 2021 and June 2024, did Respondent notify Henry that he had received her settlement proceeds for 2019L004933.

**ANSWER: Admitted.**

220. After approximately two years and ten months since depositing the settlement proceeds on behalf of Henry, on July 29, 2024, Respondent delivered to Henry a check for her portion of the settlement proceeds from 2019L004933.

**ANSWER: Admitted.**

221. By reason of the conduct described above that occurred before July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly comply with reasonable requests for information, by conduct including failing to respond to Henry's requests for information regarding the status and distribution of settlement proceeds Respondent received in connection to 2019L004933 between September 2021 and February 2023, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010); and
- b. failing to promptly notify and promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including (1) failing to promptly notify Henry that Respondent had received settlement proceeds in relation to 2019L004933; and (2) failing to promptly deliver settlement proceeds Respondent received for 2019L004933 to Henry, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

222. By reason of the conduct described above that occurred on or after July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to promptly notify and promptly deliver to the client or third person any funds the client or third person is entitled to receive, by conduct including (1) failing to notify Henry that Respondent had received settlement proceeds in relation to 2019L004933; and (2) failing to promptly deliver settlement proceeds Respondent received for 2019L004933 to Henry, in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010).

**ANSWER:** As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.

COUNT IX

*(Making false statements of material fact in a disciplinary proceeding)*

Dyrek Coleman

223. On or about October 14, 2016, Dyrek Coleman (“Dyrek”) sustained injuries in a motor vehicle collision.

**ANSWER: Admitted.**

224. Prior to October 2018, Dyrek agreed that Rosenfeld/Farmer would represent Dyrek in matters relating to the August 2016 vehicle collision. Per the terms of their fee agreement, Rosenfeld/Farmer and Dyrek agreed that Rosenfeld/Farmer would be paid a total fee equal to 33 1/3% of the gross amount recovered from Dyrek’s claim and any expenses incurred in the processing and settlement of the claim.

**ANSWER: Admitted.**

225. On October 2, 2018, Respondent, while he was employed at Rosenfeld/Farmer, filed a complaint on behalf of Dyrek in the Circuit Court of Cook County. The Clerk of the Circuit Court assigned case number 2018L010652 to the matter.

**ANSWER: Admitted.**

226. In or about October 2020, Dyrek executed a stipulation to substitute Keane Law Office as the attorney of record in 2018L010652. At that time, Dyrek also consented in writing to

Rosenfeld/Farmer receiving 33 1/3% and Keane Law Office receiving 66 2/3% of the total attorney fee earned from 2018L010652.

**ANSWER: Admitted.**

227. As part of an agreed settlement of the case, on or about December 10, 2020, Respondent received settlement proceeds for 2018L010652 in the form of check number 94701075, made payable to the order of Keane Law Office and Dyrek Coleman in the amount of \$48,976.72.

**ANSWER: Admitted.**

228. On December 15, 2020, Respondent deposited the \$48,976.72 settlement check on behalf of Dyrek into Respondent's client trust account.

**ANSWER: Admitted.**

229. On December 23, 2020, Respondent issued a check to himself, representing his attorney's fee for 2018L010652.

**ANSWER: Admitted.**

230. On January 4, 2021, Respondent issued checks to Rosenfeld/Farmer, representing their respective attorneys' fees and costs for 2018L010652, and check number 1001 to Dyrek representing his portion of the settlement proceeds.

**ANSWER: Admitted.**

231. In 2023, the Administrator of the Attorney Registration and Disciplinary Commission ("ARDC") began receiving requests for investigation regarding Respondent's failure to respond to requests for information from his clients about the status of their respective settlement proceeds. During the Administrator's investigation, it was discovered that check number 1001 to Dyrek never posted to Respondent's client trust account.

**ANSWER: Admitted.**

232. On June 26, 2024, Respondent appeared remotely to provide sworn testimony related to matters described in this complaint.

**ANSWER: Admitted.**

233. During the sworn statement, counsel for the Administrator showed Respondent a copy of Dyrek's obituary, which indicated that Dyrek had died on January 19, 2021. Respondent identified Dyrek as his client from the photo of Dyrek accompanying his obituary.

**ANSWER: Admitted. In further answering, Respondent was unaware that Dyrek had died prior to being shown the obituary by counsel for the Administrator.**

234. On June 26, 2024, counsel for the Administrator informed Respondent of a pending probate case in the Circuit Cook County for the estate of Dyrek. Respondent agreed to review his bank records to confirm whether or not check number 1001 was posted, and if not, to contact the lawyer representing the administrator of Dyrek's estate in order to facilitate the distribution of Dyrek's settlement proceeds from 2018L010652.

**ANSWER: Admitted. In further answering, Respondent was unaware of the probate case before being informed of it by counsel for Respondent.**

235. On September 11, 2024, the Administrator sent correspondence to Respondent requesting that he provide copies of the distribution of settlement proceeds for several clients, including Dyrek.

**ANSWER: Admitted.**

236. In response, on September 25, 2024, the Administrator received correspondence from Respondent which stated, in part: "Regarding Dyrek Coleman, please see the attached copy of the check made payable to Hays Firm Client Trust Account." With Respondent's letter, he

enclosed check number 1059, dated September 20, 2024, and made payable to the client trust account of the lawyer representing the administrator of Dyrek's estate. In his September 25, 2024, letter, Respondent did not advise the Administrator that the check enclosed on behalf of Dyrek was not sent to the lawyer representing the administrator of Dyrek's estate.

**ANSWER: Admitted.**

237. Respondent's preparation and production of the check, as set forth in paragraph 236.above, and his failure to advise the Administrator that the check had not been sent to the lawyer representing the administrator of Dyrek's estate was a deliberate omission. Respondent's intention was to mislead the Administrator in order to impede the Administrator's investigation into the matters underlying this complaint.

**ANSWER: Denied.**

238. On November 13, 2024, Respondent issued a new check, made payable to the client trust account of the lawyer representing the administrator of Dyrek's estate.

**ANSWER: Admitted.**

Jose Velgara

239. As part of the Administrator's investigation into the matters underlying this complaint, on June 27, 2024, the Administrator sent correspondence to Respondent requesting that he provide copies of the distribution of settlement proceeds for several clients, including Velgara.

**ANSWER: Admitted.**

240. In response, on July 5, 2024, the Administrator received correspondence from Respondent, which enclosed a copy of check number 1031, dated June 27, 2024, and made payable to Jose Velgara.

**ANSWER: Admitted.**

241. On August 2, 2024, the Administrator received additional correspondence from Respondent in which he stated, in part: “The liens for Mr. Velgara were previously resolved. All of the checks in this matter have been issued.”

**ANSWER: Admitted.**

242. Respondent’s statement in his August 2, 2024, letter, as set forth in paragraph 244, above, that the check made payable to Velgara was issued, was false because Respondent had not sent the check to Velgara. Respondent knew that statement was false when he made them.

**ANSWER: Denied.**

243. On November 13, 2024, Respondent issued a new check, made payable to Velgara.

**ANSWER: Admitted.**

Marjorie Pozzie

244. As part of the Administrator’s investigation into the matters underlying this complaint, on June 27, 2024, the Administrator sent correspondence to Respondent requesting that he provide copies of the distribution of settlement proceeds for several clients, including Pozzie.

**ANSWER: Admitted.**

245. In response, on July 5, 2024, the Administrator received correspondence from Respondent, which enclosed a copy of check number 1039, dated June 27, 2024, and made payable to BCBS on behalf of Pozzie.

**ANSWER: Admitted.**



246. On August 2, 2024, the Administration received additional correspondence from Respondent in which he stated, in part: “The liens for Ms. Pozzie were previously resolved and all checks have been issued.”

**ANSWER: Admitted.**

247. Respondent’s statement in his August 2, 2024, letter, as set forth in paragraph 248, above, that the check to BCBS on behalf of Pozzie was issued, was false because Respondent had not sent the checks to BCBS on Pozzie’s behalf. Respondent knew those statements were false when he made them.

**ANSWER: Denied.**

Sharonda Sneed

248. As part of the Administrator’s investigation into the matters underlying this complaint, on June 27, 2024, the Administrator sent correspondence to Respondent requesting that he provide copies of the distribution of settlement proceeds for several clients, including Sneed.

**ANSWER: Admitted.**

249. In response, on July 5, 2024, the Administrator received correspondence from Respondent, which enclosed a copy of check number 1044, dated June 27, 2024, made payable to Dr. Suneela Harsoor, and check number 1045, dated June 27, 2024, made payable to Pain Specialists of Illinois. In his July 5, 2024, letter, Respondent did not advise the Administrator that the two checks enclosed on behalf of Sneed had not been sent to the respective lienholders.

**ANSWER: Admitted.**

250. Respondent’s preparation and production of the two checks, as set forth in paragraph 249, above, and his failure to advise the Administrator that the checks had not been

sent to the respective lienholders was a deliberate omission. Respondent's intention was to mislead the Administrator in order to impede the Administrator's investigation into the matters underlying this complaint.

**ANSWER: Denied.**

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

- a. knowingly making false statements of material fact in connection with a disciplinary proceeding by conduct including, (1) enclosing with his September 25, 2024, letter to the Administrator check number 1059 on behalf of Dyrek Coleman and deliberately omitting that the check was not sent to the law firm representing the administrator of Dyrek Coleman's estate; (2) falsely stating in his August 2, 2024, letter to the Administrator that check number 1031 made payable to Jose Velgara was issued; (3) falsely stating in his August 2, 2024, letter to the Administrator that check number 1039 made payable to Blue Cross Blue Shield on behalf of Marjorie was issued; (4) enclosing with his July 5, 2024, letter to the Administrator check number 1044 made payable to Dr. Suneela Harsoor and check number 1045 made payable to Pain Specialists of Illinois on behalf of Sharonda Sneed and deliberately omitting that the two checks were not sent to the named payees, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by conduct including, (1) enclosing with his September 25, 2024, letter to the Administrator check number 1059 on behalf of Dyrek Coleman and deliberately omitting that the check was not sent to the law firm representing the administrator of Dyrek Coleman's estate; (2) falsely stating in his August 2, 2024, letter to the Administrator that check number 1031 made payable to Jose Velgara was issued; (3) falsely stating in his August 2, 2024, letter to the Administrator that check number 1039 made payable to Blue Cross Blue Shield on behalf of Marjorie was issued; (4) enclosing with his July 5, 2024, letter to the

Administrator check number 1044 made payable to Dr. Suneela Harsoor and check number 1045 made payable to Pain Specialists of Illinois on behalf of Sharonda Sneed and deliberately omitting that the two checks were not sent to the named payees, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied.**

COUNT X

*(Failing to maintain required client trust account records)*

252. Effective September 1, 2011, and prior to July 1, 2023, Rule 1.15(a)(1) through (7) of the Illinois Rules of Professional Conduct (2010) required Respondent to prepare and maintain records relating to his client trust account.

**ANSWER: Admitted.**

253. Effective July 1, 2023, Rule 1.15A(b)(1) through (7) of the Illinois Rules of Professional Conduct (2010) required Respondent to prepare and maintain records relating to his client trust account.

**ANSWER: Admitted.**

254. At no time from October 2020 to May 2024, did Respondent prepare and maintain an account receipts journal, account disbursements journal, client ledger records and reconciliation reports of Respondent's client trust account pursuant to Rules 1.15(a)(1)-(7) and 1.15A(b)(1)-(7).

**ANSWER: Admitted.**

255. On May 3, 2024, Respondent received correspondence from the Administrator enclosing sample copies of a receipts journal page, a disbursements journal page, a client ledger page, and a reconciliation report, requesting that Respondent produce copies of his receipts and

disbursement journals and client ledgers for the period of January 2022 to May 2024, as well as his most recent reconciliation report by May 17, 2024. The correspondence also stated that if Respondent had not been preparing and maintaining the required client trust account records, that he should provide a description of any changes he will make to his trust account bookkeeping practices so as to fully comply with Rule 1.15A by May 17, 2024.

**ANSWER: Admitted.**

256. On May 16, 2024, Respondent requested a short extension to respond to the May 3, 2024, letter regarding his client trust account records, which was granted to May 24, 2024.

**ANSWER: Admitted.**

257. After receiving no response on May 24, 2024, on May 28, 2024, the Administrator sent correspondence to Respondent requesting the information and records by June 4, 2024.

**ANSWER: Admitted.**

258. On June 25, 2024, the Administrator received correspondence and documents from Respondent, but did not receive any of the requested client trust account records pursuant to Rule 1.15A.

**ANSWER: Admitted.**

259. On June 26, 2024, Respondent appeared remotely to provide sworn testimony related to matters described in this complaint.

**ANSWER: Admitted.**

260. During the sworn statement, counsel for the Administrator asked Respondent the following questions and Respondent gave the following answers:

Q: Do you maintain a receipts journal for your IOLTA account?

A: I do not.

Q: Do you maintain a disbursements journal for your IOLTA account?

A: I do not.  
[. . .]

Q: So do you maintain any records that would contain this information in a client ledger?

A: I do not.

Q: Do you maintain a checkbook register?

A: [. . .] No, I do not.

Q: And do you maintain quarterly reconciliation reports for your IOLTA account?

A: I do not.

Q: And why don't you maintain any of those records related to your IOLTA account?

A: I do not know. I never put that – I never implemented that. It's something that I should have done.

**ANSWER: Admitted.**

261. On September 11, 2024, the Administrator sent Respondent correspondence requesting that he, among other things, identify whether he had begun maintaining complete records of his client trust account pursuant to Rule 1.15A by September 25, 2024.

**ANSWER: Admitted.**

262. On September 25, 2024, the Administrator received correspondence from Respondent in which he stated, in part: "I will now begin to maintain the appropriates [sic] records in accordance with Illinois Supreme Court Rule 1.15A so as to not be in this situation

ever again. I have made it a point to review the IOLTA account much more frequently to ensure all checks that have been disbursed have also been deposited.”

**ANSWER: Admitted.**

263. On November 4, 2024, the Administrator sent Respondent correspondence requesting, among other things, that he provide copies of the complete records of his client trust account pursuant to Rule 1.15A by November 18, 2024.

**ANSWER: Admitted.**

264. After receiving no response on November 18, 2024, on November 19, 2024, the Administrator sent correspondence to Respondent requesting the information and records by November 26, 2024.

**ANSWER: Admitted.**

265. On November 26, 2024, the Administrator received correspondence and documents from Respondent, but did not receive any of the requested client trust account records pursuant to Rule 1.15A.

**ANSWER: Admitted.**

266. On December 2, 2024, counsel for the Administrator emailed Respondent and requested copies of the complete records for his client trust account, as previously requested, by December 6, 2024.

**ANSWER: Admitted.**

267. As of the date of filing this complaint, Respondent has not made any changes to the way he keeps records in connection with Respondent’s client trust account.

**ANSWER: Admitted that Respondent is now working with the undersigned counsel to implement the appropriate client trust account recordkeeping.**

268. By reason of the conduct described above that occurred before July 1, 2023, 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 1.15(a) of the Illinois Rules of Professional Conduct (2010).

**ANSWER: As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.**

269. By reason of the conduct described above that occurred on or after July 1, 2023, 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).

**ANSWER:** As the allegations call for a legal conclusion, no answer is required. In the event an answer is deemed required, the allegations are denied. In further answering, Respondent regrets that he made mistakes in this matter. At the time, Respondent was overtasked with the responsibilities of moving clients to his new firm and running his new firm.

Respectfully submitted,

/s/ Stephanie Stewart

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