

## IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

JOSEPH SHUN MENDOZA RAVAGO,

Attorney-Movant,

No. 6244768.

Supreme Court No. M.R.

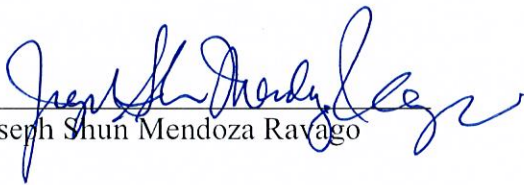
Commission No.

## MOTION PURSUANT TO SUPREME COURT RULE 762(a)

The undersigned, Joseph Shun Mendoza Ravago, respectfully requests the Court that:

1. On May 7, 1998, Movant was licensed by the Court to practice law in the State of Illinois.
2. Movant desires to have his name stricken from the Roll of Attorneys to practice law in Illinois pursuant to Illinois Supreme Court Rule 762(a).

WHEREFORE, the undersigned requests that his name be stricken from the Roll of Attorneys licensed to practice law in Illinois. Affiant has signed a motion to strike his name from the Roll of Attorneys admitted to practice law in Illinois.

  
 Joseph Shun Mendoza Ravago

12/02/2025  
 Date

4896-2654-6018, v. 1

E-FILED  
 12/5/2025 2:02 PM  
 CYNTHIA A. GRANT  
 SUPREME COURT CLERK

FILED

December 5, 2025

ARDC CLERK

## IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

JOSEPH SHUN MENDOZA RAVAGO,

Attorney-Movant,

No. 6244768.

Supreme Court No. M.R.

Commission No.

## STATEMENT OF CHARGES PURSUANT TO SUPREME COURT RULE 762(a)

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Richard Gleason, pursuant to Supreme Court Rule 762(a), states that on the date Joseph Shun Mendoza Ravago (hereinafter "Movant") signed a motion requesting that his name be stricken from the Roll of Attorneys, the Administrator was investigating allegations that in 2023 and 2024, Movant aided or assisted his clients in defrauding two entities out of a total of \$11,996,250 in transactions in which Movant was acting as escrow agent, and that Movant made a misrepresentation to one of those entities relating to the status of \$10,500,000 in escrowed funds. If those allegations had been the subject of a hearing, the evidence set forth below would clearly and convincingly establish the misconduct described below:

I. Aiding and Assisting a Client in Fraud of least \$10,421,306.90 from EZ Equipment, and Misrepresentation to EZ Equipment's Attorney

1. In or about July, 2023, the principals of an entity called the Raul Berninzon Trust (hereinafter "the Trust") retained Respondent as their attorney to represent them in their business affairs. On or about September 23, 2023, EZ Equipment Zone, LLC (hereinafter "EZ Equipment") entered into a written terms sheet with the Trust by which Movant's law firm agreed to act as escrow agent for funds deposited by EZ Equipment. Under the terms of the

MAINLIB\_#1228295\_v1

FILED

December 5, 2025

ARDC CLERK

E-FILED  
12/5/2025 2:02 PM  
CYNTHIA A. GRANT  
SUPREME COURT CLERK

agreement, the Trust was to secure up to \$350,000,000 in loan proceeds for EZ Equipment. In exchange for those services, EZ Equipment agreed to pay the Trust an “origination fee” of \$10,500,000 once the Trust secured the loan proceeds for EZ Equipment. The Trust and EZ Equipment also agreed that the funds would be placed in escrow with Movant’s law firm, and would only be disbursed once the Trust secured the loans for EZ Equipment, as described more specifically in the terms sheet. The Trust and EZ Equipment further agreed that if the Trust failed to secure the loan funds for EZ Equipment, EZ Equipment would be refunded the entirety of its \$10.5 million escrow deposit.

2. On or about October 13, 2023, Movant provided EZ Equipment with wiring instructions on his law firm letterhead with the subject line “Re: Escrow with Ravago & Associates.” The wiring instructions provided that deposits should be made to Movant’s Citibank IOLTA account with the last four digits 5654 (“Movant’s IOLTA account”). On October 13, 2023, EZ Equipment wired \$10.5 million to Movant’s IOLTA account. In acting as escrow agent for EZ Equipment’s funds, Movant agreed to act as a fiduciary of EZ Equipment.

3. As of January 5, 2024, the Trust had not secured any of the loan funds for EZ Equipment, and, unbeknownst to EZ Equipment, Movant had transferred approximately \$9.43 million of EZ Equipment’s escrow funds from his IOLTA account at the direction of his clients, the principals of the Trust. On or about that day, an attorney for EZ Equipment sent Movant an email at Movant’s law firm email address asking that he confirm that the escrowed funds remained in Movant’s IOLTA account. On that same day, Movant replied by email, stating, “I am verifying that the origination fees that were deposited into Ravago Law Group LLC for the transaction with [the Trust] are still maintained in the IOLTA account.

4. Movant's statement to EZ Equipment's attorney, described in paragraph three, above, was knowingly false, because Movant knew that he had already drawn the balance in his IOLTA account to \$1,071,333.41, which was \$9,428,666.59 less than he had received and agreed to hold.

5. Movant continued to initiate wires and transfers of EZ Equipment's escrowed funds to persons and entities as directed by his clients, the Trust's principals, after January 5, 2024. By April 16, 2024, Movant had drawn the balance in his IOLTA account to \$78,693.06 by wiring and transferring funds as directed by his clients. At no point had the Trust secured any loan funds for EZ Equipment.

6. Movant's conduct was dishonest because he knew when he wired or transferred those funds at the direction of his clients, the Trust's principals, that he did not have authority to disburse funds in which EZ Equipment had an interest, and knew that the Trust had not provided EZ Equipment with any loan funds which might have justified a disbursement of those funds to or for the benefit of the Trust.

7. As of December 4, 2024, more than a year after Movant was entrusted with the escrow funds, the Trust had not secured any of the loans for EZ Equipment. On that same day, EZ Equipment's attorney emailed Movant at Movant's law firm email account demanding the immediate return of the \$10.5 million EZ Equipment had escrowed with Movant's law firm, and provided wiring instructions for the return of those funds. Movant did not respond to that email. In the following days, weeks, and months, the attorney for EZ Equipment sent Movant additional emails and left phone messages asking that Movant return the escrow funds. Movant did not

reply to any of those emails or return any of those phone calls, although he was aware of EZ Equipment's efforts to contact him about the money he had misused.

8. As of the filing of this statement of charges, Movant had not returned to EZ Equipment any portion of its escrowed funds.

## II. Aiding and Assisting a Client in Fraud of At Least \$1,447,386.85 from RER

9. On or about October 1, 2024, RER Argos Trading (hereinafter "RER") executed a written escrow agreement with the Trust and Movant in which Movant's law firm would act as escrow agent for funds deposited by RER. Under the terms of the agreement, the Trust was to secure a \$19,500,000 line of credit for RER. In exchange for those services, RER agreed to pay the Trust \$1.5 million once the Trust secured the line of credit for RER. As part of the agreement, RER agreed to place \$1.5 million in escrow with Movant's law firm. Under the terms of the escrow agreement, Movant as escrow agent was not permitted to disburse the funds absent written authorization by both RER and the Trust. Under the terms of the agreement, Movant agreed to accept \$7,500 to act as escrow agent, with half of that sum—\$3,750—to be paid by RER once the Trust secured the line of credit for RER.

10. On October 3, 2024, RER wired \$1.5 million to Movant's client trust account, which had an account number ending in the last four digits 5961 ("Account 5961"). In acting as escrow agent for RER's funds, Movant agreed to act as a fiduciary of RER.

11. As of November 4, 2024, the Trust had not secured the line of credit for RER, as described in paragraph nine, above. On that same day, RER, the Trust, and Movant executed an amended escrow agreement which incorporated the terms of the first agreement, except that it added the term that if the Trust failed to secure the line of credit for RER by noon on November

14, 2024, Movant would be required to return \$1,496,250—the full escrow amount less RER’s \$3,750 contribution towards Movant’s escrow fee—to RER by wire that same day.

12. On November 14, 2024 at 1:16 PM, an agent for RER emailed Movant at his law firm email address and stated that, because the Trust had not secured the line of credit for RER, RER was demanding the return of its escrow funds. Movant did not respond to that email. In the following days, RER’s agent emailed and called Movant seeking assurances that the escrowed funds would be returned. Movant did not reply to those emails or return those calls, although he was aware of RER’s efforts to contact him about the return of the escrow funds.

13. Unbeknownst to RER and without its authority, between October 3, 2024 and November 21, 2024, Movant drew the balance in Account 5961 to \$48,963.15 by wiring and transferring RER’s escrow funds to individuals and entities as directed by his clients, the principals of the Trust.

14. Movant’s conduct was dishonest because he knew when he wired or transferred those funds at the direction of his clients, the Trust’s principals, that he did not have authority to disburse RER’s funds, and knew that the Trust had not provided RER with any line of credit which might have justified a disbursement of those funds.

15. As of the date of the filing of this statement of charges, Movant has not returned to RER any portion of its escrowed funds.

### III. Conclusions of Misconduct

16. By reason of the conduct described above, Movant has engaged in the following misconduct:

- a. aiding or assisting a client to commit fraud, by conduct including transferring and wiring a total of at least

\$11,868,693.80 of escrow funds of EZ Equipment and RER to individuals and entities as directed by Movant's clients, the principals of the Trust, when he knew or should have known that his clients had not performed the tasks need to entitle them to those funds, in violation of Illinois Rule of Professional Conduct 1.2(d) (2010);

- b. making a false statement of material fact to a third person in the course of representing a client, by conduct including falsely stating to the attorney for EZ Equipment that the funds EZ Equipment gave Movant to hold in escrow remained in Respondent's IOLTA account, in violation of Rule 4.4(a) of the Illinois Rules of Professional Conduct (2010)
- c. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including transferring EZ Equipment's and RER's escrow money totaling at least \$11,868,693.80 to individuals and entities as directed by his clients, when he knew that they were not entitled to it and that he did not have authority to do so, and by misrepresenting to EZ Equipment's attorney the status of EZ Equipment's escrowed funds, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

Respectfully submitted,

Lea S. Gutierrez, Administrator  
Attorney Registration and  
Disciplinary Commission

By: /s/ Richard Gleason  
Richard Gleason

Richard Gleason  
Counsel for the Administrator  
Illinois Attorney Registration and Disciplinary Commission  
130 E. Randolph, Suite 1500  
Chicago, IL 60601  
312.565.2600  
Email: [ARDCeService@iadc.org](mailto:ARDCeService@iadc.org)  
Email: [rgleason@iadc.org](mailto:rgleason@iadc.org)

4902-8162-2113, v. 3

## IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

JOSEPH SHUN MENDOZA RAVAGO,

Supreme Court No. M.R.

Attorney-Movant,

Commission No.

No. 6244768.

## AFFIDAVIT

Joseph Shun Mendoza Ravago, being first duly sworn, on oath states that:

1. Affiant has signed a motion to strike his name from the Roll of Attorneys admitted to practice law in Illinois.
2. Affiant has received from the Administrator of the Attorney Registration & Disciplinary Commission a copy of the Statement of Charges pending against him.
3. Affiant stipulates that if the charges set forth in the Statement of Charges proceeded to hearing, the Administrator would present the evidence described in the Statement of Charges, and that evidence would clearly and convincingly establish the facts and conclusions of misconduct set forth in the Statement of Charges.
4. Affiant's motion to strike his name from the Roll of Attorneys admitted to practice in Illinois is freely and voluntarily made.
5. Affiant understands the nature and consequences of said motion.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies aforesaid that he verily believes the same to be true.



Joseph Shun Mendoza Ravago

12/02/2025  
Date

**FILED**

December 5, 2025

**ARDC CLERK**

E-FILED  
12/5/2025 2:02 PM  
CYNTHIA A. GRANT  
SUPREME COURT CLERK



IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

JOSEPH SHUN MENDOZA RAVAGO,

Movant,

No. 6244768.

Supreme Court No. M.R.

Commission No. 2024PR00038

NOTICE OF FILING

TO: Joseph Shun Mendoza Ravago  
Movant  
[jravago@ravagolaw.com](mailto:jravago@ravagolaw.com)

PLEASE TAKE NOTICE that on December 5, 2025, electronic copies of Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES and Movant's AFFIDAVIT, were submitted to the Clerk of the Supreme Court for filing. On that same date, a copy was served on Movant, by email at [jravago@ravagolaw.com](mailto:jravago@ravagolaw.com) at or before 4:00 p.m.

Respectfully submitted,

Lea S. Gutierrez, Administrator  
Attorney Registration and  
Disciplinary Commission

By: /s/ Richard Gleason  
Richard Gleason

Richard Gleason  
Counsel for Administrator  
130 East Randolph Drive, Suite 1500  
Chicago, Illinois 60601  
Telephone: (312) 565-2600  
Email: [rgleason@iadc.org](mailto:rgleason@iadc.org)  
[ARDCeService@iadc.org](mailto:ARDCeService@iadc.org)

FILED

December 5, 2025

ARDC CLERK

E-FILED  
12/5/2025 2:02 PM  
CYNTHIA A. GRANT  
SUPREME COURT CLERK

### PROOF OF SERVICE

The undersigned, an attorney, hereby certifies, pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/109, that the Administrator served copies of the Notice of Filing, Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES PURSUANT TO SUPREME COURT RULE 762(a) and Movant's AFFIDAVIT, on the individual on the forgoing Notice of Filing by email at: [jravago@ravagolaw.com](mailto:jravago@ravagolaw.com) on December 5, 2025 at or before 4:00 p.m.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

/s/ Richard Gleason

Richard Gleason

4937-8264-6143, v. 1

E-FILED  
12/5/2025 2:02 PM  
CYNTHIA A. GRANT  
SUPREME COURT CLERK

**FILED**

December 5, 2025

**ARDC CLERK**