

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

In the Matter of:

ERIC J. RYAN,

Attorney-Respondent,
No. 6275824

Commission No. 2025PR00020

ANSWER TO AMENDED COMPLAINT

Eric J. Ryan, Attorney-Respondent, pursuant to Commission Rule 231, and for his Answer to the Amended Complaint served upon Respondent on May 7, 2025, states as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. At all times alleged in this complaint, Respondent owned and operated The Law Office of Eric J. Ryan, LLC (“Respondent’s law firm”).

ANSWER: Respondent admits the allegations of this paragraph.

2. At all times alleged in this complaint, Respondent maintained a client trust account at Old Second National Bank, ending in 3529, entitled Client Trust Account Law Offices of Eric J. Ryan, LLC (“client trust account”). The client trust account was used by Respondent as a depository of funds belonging to Respondent's clients, third parties, or presently or potentially, to Respondent.

ANSWER: Respondent admits the allegations of this paragraph.

3. At all times alleged in this complaint, Respondent maintained an operating account at Old Second National Bank, ending in 3511, entitled Law Offices of Eric J. Ryan, LLC (“operating account”).

ANSWER: Respondent admits the allegations of this paragraph.

4. The operating account was used by Respondent as a depository of funds presently or

potentially belonging to Respondent or Respondent's law firm.

ANSWER: Respondent admits the allegations of this paragraph.

5. At all times alleged in this complaint, Respondent was the sole person responsible for signing checks drawn on his client trust account.

ANSWER: Respondent admits the allegations of this paragraph.

COUNT I

6. The Administrator realleges and incorporates paragraphs 1 through 5 above as if set forth verbatim herein.

ANSWER: Respondent restates and incorporates the answers to paragraphs 1 through 5 above as if set forth herein.

7. On or about May 7, 2015, Steven Marderosian ("Marderosian"), as administrator of the Estate of Ardash Marderosian and Respondent agreed that Respondent's law firm, would represent the Estate of Ardash Marderosian in connection with the case *Estate of Ardash Marderosian v. Burgess Square Healthcare Weiser Cordero, MD & Julie Farrell, MD*, 2016 L 000769 which, at the time, was pending in the Circuit Court of DuPage County ("lawsuit").

ANSWER: Respondent admits the allegations of this paragraph except for the case number and location of the lawsuit set forth in the last two lines of this paragraph on the date of retention, but admits that the cited case number and circuit were correct after the case was later transferred from the Cook County location where Marderosian had filed it.

8. Marderosian and Respondent agreed that Respondent would be paid one-third (1/3) of any settlement proceeds received on behalf of the Estate of Ardash Marderosian in connection with the lawsuit.

ANSWER: Respondent admits the allegations of this paragraph.

9. On June 19, 2018, Marderosian, as administrator of the Estate of Ardash Marderosian, entered into a settlement agreement in connection with the lawsuit, as set forth above. The parties agreed that Burgess Square Healthcare would pay the Estate of Ardash Marderosian \$30,000.00 as and for settlement in connection with same.

ANSWER: Respondent admits the allegations of this paragraph.

10. In connection with that settlement, Burgess Square Healthcare issued check number 1397, dated July 6, 2018, payable to the order of “The Law Offices of Eric J. Ryan as Attorney for the Estate of Ardash Marderosian” in the amount of \$30,000.00.

ANSWER: Respondent admits the allegations of this paragraph.

11. On July 26, 2018, Respondent deposited check number 1397, which represented the settlement funds, into Respondent's client trust account.

ANSWER: Respondent admits the allegations of this paragraph.

12. On July 27, 2018, Respondent transferred \$10,000.00, allegedly representing his attorney’s fees, into Respondent's operating account as payment for Respondent's work in connection with his representation of the Estate of Ardash Marderosian.

ANSWER: Respondent admits the allegations of this paragraph.

13. On June 27, 2019, prior to any authorized disbursement of the \$30,000.00 in settlement funds, the balance in Respondent's client trust account fell to \$0.07, as Respondent had used almost the entire \$30,000.00 of settlement funds for his own business or personal purposes.

ANSWER: Respondent denies the characterization “prior to any authorized disbursement,” otherwise admits the paragraph through the second comma (after “\$0.07”), but denies the remainder of the paragraph.

14. At no time did Marderosian authorize Respondent to use any portion of the remaining

\$30,000.00 in settlement funds for Respondent's own business or personal purposes.

ANSWER: Respondent denies the allegations of this paragraph.

15. Respondent's conduct in using the \$30,000.00 constituting settlement funds received in connection with his representation of the Estate of Ardash Marderosian without authority constitutes conversion.

ANSWER: Respondent denies the allegations of this paragraph.

16. At the time Respondent used the \$30,000.00, as set forth above, Respondent knew that he was using those funds without authority. At the time Respondent used the \$30,000 in settlement proceeds for his own business and personal purposes, he acted dishonestly because he knew that he was using those funds without authority.

ANSWER: Respondent denies the allegations of this paragraph.

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

- a. failing to hold property of a client or third person that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting \$30,000.00 of the settlement funds to his own business or personal use, by causing the balance in Respondent's client trust account to fall below the amount then belonging to the Estate of Ardash Marderosian, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting \$30,000 of the settlement funds to the Respondent's own use, without authorization, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Respondent denies the allegations of this paragraph, including subparagraphs a and b therein.

COUNT II

18. The Administrator realleges and incorporates paragraphs 1 through 17 above as if set forth verbatim herein.

ANSWER: Respondent restates and incorporates the answers to paragraphs 1 through 17 above as if set forth herein.

19. On March 21, 2023, Catherine Marderosian, Marderosian's sister and an heir to the Estate of Ardash Marderosian, sent an email to Respondent which, in part, requested that he provide proof that the settlement funds remained in his client trust account.

ANSWER: Respondent admits, on information and belief, that Catherine Marderosian is Marderosian's sister. Respondent lacks sufficient information to state whether Catherine Marderosian has been declared "an heir" to the estate at any time and therefore neither admits nor denies this allegation. Respondent admits that he received a number of emails from Catherine Marderosian or an email account attributed to her, but lacks sufficient information due to loss of portions of Respondent's email records to either admit or deny the date of any specific email and therefore demands strict proof thereof.

20. In response to Catherine Marderosian's email, on or about March 22, 2023, Respondent produced what he claimed to be a statement from his client trust account dated February 28, 2023, which purportedly showed an opening balance of \$52,451.50 and a closing balance of \$48,431.51 in his client trust account.

ANSWER: Respondent admits that he sent a number of emails to Catherine Marderosian (always also including Marderosian) or an email account attributed to her (always also including

Marderosian), but lacks sufficient information due to loss of portions of Respondent's email records to either admit or deny the date of any specific email and therefore demands strict proof thereof. Respondent admits that at some point during the representation at issue, Respondent sent bank account statements to Marderosian.

21. On January 14, 2025, Administrator served a subpoena upon Old Second National Bank for certain records in connection with this matter.

ANSWER: Respondent lacks sufficient information to either admit or deny that a subpoena was served and therefore neither admits nor denies but demands strict proof.

22. On or about February 3, 2025, Old Second National Bank produced documents responsive to the Administrator's subpoena as set forth in paragraph 21, including account statements for Respondent's trust account for the time period of June 1, 2018, through December 31, 2024.

ANSWER: Respondent lacks sufficient information to either admit or deny that a subpoena was served or of any results of any subpoena and therefore neither admits nor denies but demands strict proof.

23. The statement from Respondent's client trust account dated February 28, 2023, produced by Old Second National Bank shows an opening balance of \$1.50 and a closing balance of \$1.51.

ANSWER: Respondent lacks sufficient information to either admit or deny that a subpoena was served or of any results of any subpoena and therefore neither admits nor denies but demands strict proof.

24. Respondent knew that the statement as described in paragraph 20 was false because he or someone at his direction altered the statement for the purpose of deceiving Steven and Catherine Marderosian. When Respondent altered his client trust account statement and sent it to Steven and

Catherine Marderosian, he did so dishonestly.

ANSWER: Respondent denies the allegations of this paragraph.

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

- a. conduct involving dishonesty, fraud, deceit, or misrepresentation, by knowingly providing altered client trust account statements to Steven Marderosian and Catherine Marderosian, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Respondent denies the allegations of this paragraph, including subparagraph a therein.

COUNT III

26. The Administrator realleges and incorporates paragraphs 1 through 25 above.

ANSWER: Respondent restates and incorporates the answers to paragraphs 1 through 25 above as if set forth herein.

27. On or about August 14, 2024, the Administrator docketed an investigation against Respondent based on his handling of the Marderosian estate.

ANSWER: Respondent lacks sufficient information to either admit or deny the dates and internal procedures followed and therefore neither admits nor denies but demands strict proof.

28. Respondent appeared for a sworn statement before the Administrator on January 22, 2025, and took an oath to testify truthfully. While answering questions about his handling of the \$30,000.00 settlement in the Marderosian estate matter described in paragraph 9, above, Respondent admitted that in June 2019, he drew the balance of his client trust account down to \$0.07 when he should have been holding \$30,000.00.

ANSWER: Respondent admits the first sentence of Paragraph 28. Respondent denies the remainder of Paragraph 28 as incompletely and inaccurately summarizing Respondent's testimony.

29. During his sworn statement, Respondent testified that in January 2023, following the sale of his home, he used \$30,000.00 of sale proceeds to purchase a cashier's check. Respondent further testified that he intended to utilize this cashier's check to replace the Marderosian estate settlement funds as set forth in paragraph 9, above. Respondent testified that he was holding the \$30,000.00 cashier's check at his residence.

0,000.00.

ANSWER: Respondent denies the remainder of Paragraph 29 as incompletely and inaccurately summarizing Respondent's testimony.

30. Respondent's statements to counsel for the Administrator that he obtained and was holding \$30,000.00 in a cashier's check located at his home were false because no such cashier's check existed and Respondent was not holding \$30,000.00 to replace the Marderosian settlement funds described in Count I, above.

ANSWER: Respondent denies the allegations of Paragraph 30.

31. Respondent knew his statements in paragraph 29 were false at the time he made them.

ANSWER: Respondent denies the allegations of Paragraph 31.

32. On or about January 23, 2025, the day after Respondent's sworn statement, counsel for the Administrator emailed Respondent requesting that he produce a copy of the cashier's check which he claimed to have obtained.

ANSWER: Respondent admits the allegations of Paragraph 32.

33. Sometime on or before February 12, 2025, Respondent viewed an article written on the website safehorses.org, dated January 22, 2016, which contained a picture of a fraudulent cashier's check purportedly from PNC Bank.

ANSWER: Respondent denies the allegations of Paragraph 33.

34. The article on safehorses.org concerned a scam in which the targeted organization was asked to deposit the fraudulent check, ostensibly as a donation, and then return a portion of the funds to the sender of the check. The author of the article posted it to warn other charitable organizations about the scam. The following was the picture of the fraudulent check from the article on safehorses.org:

ANSWER: Respondent has insufficient information to either admit or deny the allegations of Paragraph 34 and therefore neither admits nor denies but demands strict proof.

35. Sometime on or before February 12, 2025, Respondent caused the picture of the fraudulent check, taken from the safehorses.org website, as shown in paragraph 34, above, to be altered to make it appear as though the check was payable to his law firm in the amount of \$30,000.00, with "Marderosian" in the memo line.

ANSWER: Respondent denies the allegations of Paragraph 35.

36. On February 12, 2025, Respondent sent counsel for the Administrator a picture of what purported to be PNC Bank cashier's check #00500434, purportedly paid to the order of the "Law Offices of Eric J. Ryan LLC." Respondent emailed counsel for the Administrator the following photograph of the check:

ANSWER: Respondent admits the allegations of Paragraph 36.

37. The picture that Respondent created of the purported check shown in paragraph 36 is not a picture of a real cashier's check. No such check existed.

ANSWER: Respondent has insufficient information to either admit or deny the allegations of Paragraph 37 and therefore neither admits nor denies but demands strict proof. Respondent admits that the Administrator sent Respondent correspondence alleging that this was true.

38. When Respondent created the picture of the check shown in paragraph 36, above, and sent it to counsel for the Administrator, he did so dishonestly because he knew that was not real and that he was not holding \$30,000.00 for the Marderosian estate settlement and that no such cashier's check existed.

ANSWER: Respondent denies the allegations of Paragraph 38.

39. Respondent altered the photograph of the check and sent it to counsel for the Administrator for the purpose of deceiving the Administrator into believing that he was holding \$30,000.00 for the Marderosian settlement.

40. On or about March 17, 2025, Administrator served a subpoena upon PNC Bank for records in connection with this matter, including a copy of the purported cashier's check above. On or about March 25, 2025, PNC responded to Administrator's March 17, 2025 subpoena. No record of cashier's check #00500434 existed.

ANSWER: Respondent lacks sufficient information to either admit or deny that a subpoena was served or of any results of any subpoena and therefore neither admits nor denies but demands strict proof.

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

- a. knowingly making a false statement of material fact in connection with a disciplinary matter, by falsely stating to the Administrator that the \$30,000.00 was held in a cashier's check; and by altering a picture of a fraudulent cashier's check

and sending it to the Administrator to support his assertion that he was holding \$30,000.00 in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and

- b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by falsely stating he was holding \$30,000.00 in a cashier's check; and by altering a picture of a fraudulent cashier's check and sending it to the Administrator to support his assertion that he was holding \$30,000.00, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Respondent denies the allegations of Paragraph 41 and each subpart thereof.

WHEREFORE, the Respondent respectfully requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact and law, and a recommendation for no discipline is warranted.

Respectfully submitted,

/s/ Eric J. Ryan
Eric J. Ryan

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AFFIDAVIT OF INSUFFICIENT INFORMATION

I, Eric J. Ryan, certify pursuant to Section 2-610 of the Illinois Code of Civil Procedure (735 ILCS 5/2-610) and §1-109 of the Illinois Code of Civil Procedure (735 ILCS 5/1-109) that I lack sufficient information to answer those paragraphs of my Answer to the Amended Complaint in this matter in which such lack is indicated in my answer.

Under penalties as provided by law pursuant to § 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/ Eric J. Ryan
Date: May 26, 2025