

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

In the Matter of:

ILYAS ASMAL LAKADA,  
  
Attorney-Respondent,  
  
No. 6309500.

Comm. No. 2026PR00042

**ANSWER**

NOW COMES Respondent, Ilyas A. Lakada, by and through his attorney, James A. Doppke, Jr., Robinson, Stewart, Montgomery & Doppke, LLC, admitting the accuracy of his date of licensure in Illinois as alleged in the prefatory paragraph of the Administrator's Complaint but denying all other allegations of that paragraph, and for his answer to the Administrator's Complaint in this matter, states as follows:

**COUNT**

*(Alleged Submission of False Rental Assistance Application to  
State and City Housing Agencies)*

1. At all times alleged in this complaint, Respondent was the sole owner and member of the firm Lakada Law Group, LLC ("Lakada Law Group") located in Chicago, Illinois, with a practice focus primarily on real estate transactions and construction law.

**ANSWER:** Respondent admits the allegations contained in paragraph 1.

2. In March 2020, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security Act which allocated \$3.5 billion in Coronavirus relief funds

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to the State of Illinois to cover certain expenses. The Illinois General Assembly then allocated \$396 million in Coronavirus relief funds to the Illinois Housing Development Authority (“IHDA”) to be used to fund affordable housing grants, for the benefit of persons impacted by the COVID-19 public health emergency, for emergency rental assistance, emergency mortgage assistance, and subordinate financing.

**ANSWER:** Respondent admits the allegations contained in paragraph 2 upon information and belief.

3. IHDA developed the Emergency Rental Assistance Program (“ERA”) to support Illinois tenants unable to pay their rent due to a COVID-19-related loss of income. Tenants whose ERA applications were approved received a one-time grant of \$5,000, paid directly to their landlord, to cover missed rent payments dating back to March of 2020 and to prepay rent payments through December of 2020, or until the \$5,000 was exhausted, whichever came first. IHDA accepted ERA applications between August 10 through August 28, 2020.

**ANSWER:** Respondent admits the allegations contained in paragraph 3 upon information and belief.

4. In December 2020, the United States Congress passed the Consolidated Appropriations Act of 2021, which allocated \$25 billion for state and local government rental assistance programs. In March 2021, the United States Congress passed the American Rescue Act of 2021 (“ARPA”), which allocated \$21.6 billion for state and local government rental assistance programs. In May 2021, through the passage of the COVID-19 Federal Emergency Rental Assistance Program Act, the Illinois General Assembly

provided additional guidance to advance funding to vulnerable Illinois residents and increased protections to those facing eviction.

**ANSWER:** Respondent admits the allegations contained in paragraph 4 upon information and belief.

5. In May 2021, IHDA launched the Illinois Rental Payment Program (“ILRPP”) to provide relief to renters and landlords who continued to experience financial hardships related to the COVID-19 Pandemic. “Round 1” of ILRPP utilized more than \$584 million in federal funding provided by the Consolidated Appropriations Act of 2021 and ARPA. Tenants whose ILRPP applications were approved received a grant of up to \$25,000, paid directly to their landlord, to cover missed rent payments dating back to June of 2020, and to prepay rent payments through August of 2021, or until the \$25,000 was exhausted, whichever came first. IHDA accepted landlord-initiated applications for ILRPP between May 17 through June 7, 2021, and tenant-initiated applications between June 28 through July 18, 2021.

**ANSWER:** Respondent admits the allegations contained in paragraph 5 upon information and belief.

6. Similarly, the Chicago Department of Housing (“CDOH”) launched its own Emergency Rental Assistance Program (“ERAP”) in May 2021 which utilized nearly \$80 million funded through the Consolidated Appropriations Act of 2021. The City’s ERAP provided eligible tenants up to 15 months of rental assistance or utility payment assistance. Tenants whose ERAP applications were approved received a one-time grant of rental

assistance to match their specific need. CDOH accepted applications from landlords and tenants between May 24 through June 15, 2021.

**ANSWER:** Respondent admits the allegations contained in paragraph 6 upon information and belief.

7. In December 2021, IHDA launched “Round 2” of the ILRPP and utilized \$297 million in federal funding from ARPA. In “Round 2” of ILRPP, tenants whose applications were approved received a grant of up to \$25,000 to cover missed rent payments dating back to June 2020 and to prepay rent payments through April of 2022, or until the \$25,000 was exhausted, whichever came first. IHDA accepted applications for “Round 2” of ILRPP between December 6, 2021 and January 9, 2022.

**ANSWER:** Respondent admits the allegations contained in paragraph 7 upon information and belief.

8. In December 2021, CDOH launched “Round 2” of the ERAP and utilized \$102 million in federal funding from ARPA. In “Round 2”, tenants whose applications were approved could receive up to 15 months of missed rent and utility payments and up to three months of future rent and utility payments. CDOH accepted applications for round two of ERAP between December 6 and December 18, 2021.

**ANSWER:** Respondent admits the allegations contained in paragraph 8 upon information and belief.

9. Respondent and his relatives owned and operated rental properties at 6034 N. Fairfield Avenue, 6318 N. Francisco Avenue, 6220 Springfield Avenue, 6155 N. Springfield Avenue, and 6140 N. Kimball Avenue in Chicago. Between August 2020 and

January 2022, Respondent, or someone at his direction, prepared at least 57 false emergency rental assistance applications to IHDA and CDOH which sought over \$1 million in grants for the above properties. Each of these applications listed Respondent as the landlord or representative of the landlord for the property in question, and further provided Respondent's contact information.

**ANSWER:** Respondent admits the allegations contained in the first sentence of paragraph 9. Respondent denies the allegation in the second sentence of paragraph 9 to the effect that he prepared or submitted any false emergency rental assistance applications to IHDA and CDOH seeking over \$1 million in grants for the properties referred to in the first sentence of paragraph 9. Respondent denies the allegation in the second sentence of paragraph 9 to the effect that he directed or caused any other person or entity to prepare or submit any false emergency rental assistance applications to IHDA and CDOH which sought over \$1 million in grants for the properties referred to in the first sentence of paragraph 9. Respondent admits that he sought and obtained the assistance of a third party, Mohammed Arshad, in connection with the preparation and submission of emergency rental assistance applications to IHDA and CDOH between August 2020 and January 2022, and that the applications that Arshad, or a third party or parties actually or potentially associated with him, prepared or submitted listed Respondent as the landlord or representative of the landlord for the property in question, and that they further provided Respondent's contact information. Respondent denies any remaining allegations contained in paragraph 9.

10. The applications described in paragraph nine were false because, among other things, they falsely inflated the monthly rent Respondent or his relatives charged for the rental units, requested rental assistance for tenants that did not reside in the respective rental units, requested rental assistance for periods of time in which Respondent had received rent payments for the respective rental units, and/or included forged documents to support the false applications submitted to IHDA and CDOH.

**ANSWER:** Respondent denies that he knowingly prepared or submitted any applications to IDHA or CDOH containing any incorrect, false, or fraudulent information relating to his tenants or the properties. Respondent denies that he knowingly directed or caused any other person or entity, including but not limited to Mohammed Arshad, to prepare or submit any applications to IDHA or CDOH containing any incorrect, false, or fraudulent information relating to his tenants or the properties. Respondent admits that without his knowledge or direction, Mohammed Arshad, or a third party or parties actually or potentially associated with Arshad, submitted applications to IDHA or CDOH containing incorrect, false, or fraudulent information relating to Respondent's and his relatives' tenants and rental properties. Respondent denies any remaining allegations contained in paragraph 10.

11. Respondent knew the rental applications described in paragraph nine were false at the time he, or someone at his direction, submitted them, because Respondent was the owner and landlord of the properties in question. As the owner and landlord, Respondent knew that the applications sought inflated rents from what he actually charged for the rental units, knew that certain individuals named as tenants in the

applications did not actually reside in those units, and knew that he received rent during periods of time that the applications claimed he had not received rent.

**ANSWER:** Respondent denies the allegations contained in paragraph 11.

A. 6318 N. Francisco, Unit 1 – Tenant A

12. On or about August 11, 2020, Respondent, or someone at his direction, prepared and submitted an ERA application to IHDA on behalf of one of his tenants renting the 1st floor unit of 6318 N. Francisco (“Tenant A”). In the application, Respondent, or someone at his direction, alleged that Tenant A owed Respondent \$5,400 in past-due rent dating back to March 1, 2020. In connection with Tenant A’s ERA application, Respondent, or someone at his direction, prepared and submitted to IHDA a document titled “Landlord’s Five-Day Notice,” that was dated August 5, 2020. The document alleged that Tenant A had not paid Respondent \$1,350 in monthly rent from April 1, 2020 to July 31, 2020.

**ANSWER:** Respondent admits, upon information and belief, that on or about August 11, 2020, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERA application to IHDA on behalf of one of Respondent’s tenants renting the first floor unit of 6318 N. Francisco (“Tenant A”). Respondent admits, upon information and belief, that the application referred to in paragraph 12 stated that Tenant A owed Respondent \$5,400 in past due rent dating back to March 1, 2020. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 12, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a document titled “Landlord’s Five-Day Notice,” that was dated August 5, 2020 and that stated that Tenant

A had not paid Respondent \$1,350 in monthly rent from April 1, 2020 to July 31, 2020. Respondent denies all remaining allegations contained in paragraph 12, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 12, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

13. Respondent's statements in the ERA application and the "Landlord's Five-Day Notice" that Tenant A owed past-due rent of \$5,400 for the period of April through July 2020 were false, because Respondent received monthly rent payments in the amount of \$1,350 from Tenant A for at least May and July 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 13 were incorrect. Respondent does not now recall receiving rent payments from Tenant A for at least May and July 2020, but he admits, upon information and belief, that financial records from that time would reflect that he received those payments. Respondent denies any and all remaining allegations contained in paragraph 13, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

14. Respondent knew when he, or someone at his direction, submitted the ERA application and supporting documentation to IHDA for Tenant A that the statements were false because Respondent was the owner and landlord for Unit 1 of 6318 N. Francisco, and he knew that he had received rent payments in the amount of \$1,350 from Tenant A for at least May and July 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 14.

B. 6318 N. Francisco, Garden Unit – Tenant B

15. On or about August 21, 2020, Respondent, or someone at his direction, prepared and submitted an ERA application to IHDA on behalf of one of his tenants renting the Garden Unit of 6318 N. Francisco (“Tenant B”). The application alleged that Tenant B owed Respondent \$4,600 in past-due rent, dating back to March 1, 2020. In connection with Tenant B’s ERA application, Respondent, or someone at his direction, prepared and submitted to IHDA a document titled “Landlord’s Five-Day Notice” which was dated August 1, 2020. The document alleged that Tenant B had not paid Respondent \$1,150 in monthly rent from April 1, 2020 through July 31, 2020.

**ANSWER:** Respondent admits, upon information and belief, that on or about August 21, 2020, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERA application to IHDA on behalf of one of Respondent’s tenants renting the Garden Unit of 6318 N. Francisco (“Tenant B”). Respondent admits, upon information and belief, that the application referred to in paragraph 15 stated that Tenant B owed Respondent \$4,600 in past-due rent, dating back to March 1, 2020. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 15, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a document titled “Landlord’s Five-Day Notice,” that was dated August 1, 2020, and that stated that Tenant B had not paid Respondent \$1,150 in monthly rent from April 1, 2020 through July 31, 2020. Respondent denies all remaining allegations contained in paragraph 15, including but not limited to any allegations to the effect that he himself prepared or submitted the

materials referred to in paragraph 15, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

16. Respondent's statements in the ERA application and the "Landlord's Five-Day Notice" that Tenant B owed past-due rent of \$4,600 for the period of April through July 2020 were false, because Respondent received monthly rent payments in the amount of \$1,150 from Tenant B for March 2020 through July 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 16 were incorrect. Respondent does not now recall receiving rent payments from Tenant A for at least March 2020 through July 2020, but he admits, upon information and belief, that financial records from that time would reflect that he received those payments. Respondent denies any and all remaining allegations contained in paragraph 16, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

17. Respondent knew when he, or someone at his direction, submitted the ERA application and supporting documentation to IHDA for Tenant B that the statements were false because Respondent was the owner and landlord for the Garden Unit of 6318 N. Francisco, and he knew that he had received rent payments in the amount of \$1,150 from Tenant B for March 2020 through July 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 17.

C. 6034 N. Fairfield, Unit 2F – Tenant C

18. On or about May 19, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting Unit 2F of 6034 N. Fairfield (“Tenant C”). The application was assigned Application ID number 46669. In the application, Respondent, or someone at his direction, alleged that Tenant C owed Respondent \$22,800 in past-due rent from June 2020 through May 2021. In connection with Application 46669, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant G [sic] had not paid Respondent \$1,900 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 19, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of tenant purportedly renting Unit 2F of 6034 N. Fairfield (“Tenant C”). Respondent admits the allegations of the second sentence of paragraph 18 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 18 stated that Tenant C owed Respondent \$22,800 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 18, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which stated that Tenant C had not paid Respondent \$1,900 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 18, including but not limited to any allegations to the effect that he himself

prepared or submitted the materials referred to in paragraph 18, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

19. Respondent's statements in Application 46669 and the related rent ledger that Tenant C owed Respondent past-due rent of \$22,800 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield during that period, and not the \$1,900 he claimed to have charged in the application. Respondent's statements were further false because Tenant C did not reside in Unit 2F from June 2020 through at least January 2021 as he claimed in the application. Respondent's statements were also false because Respondent received monthly rent payments for at least June 2020 through September 2020 and March 2021 through May 2021 from the respective tenants residing in Unit 2F during those periods.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 19 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 19, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 19, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

20. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant C that the statements were false because Respondent was the owner and landlord for Unit 2F of 6034 N. Fairfield, and

he knew that he only charged monthly rent of 1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,900 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that Tenant C did not reside in Unit 2F from June 2020 through at least January 2021. Respondent also knew the statements were false because he knew that he had received rent payments for at least June 2020 through September 2020 and March 2021 through May 2021 from the respective tenants residing in Unit 2F during those periods.

**ANSWER:** Respondent denies the allegations contained in paragraph 20.

21. On or about May 30, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant C purportedly renting Unit 2F of 6034 N. Fairfield. The application was assigned Application ID number 81361. In the application, Respondent, or someone at his direction, alleged that Tenant C owed Respondent \$22,800 in past-due rent from June 2020 through May 2021. In connection with Application 81361, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant C had not paid \$1,900 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 30, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant C purportedly renting Unit 2F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 21 upon information and belief.

Respondent admits, upon information and belief, that the application referred to in paragraph 21 stated that Tenant C owed Respondent \$22,800 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 21, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant C had not paid \$1,900 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 21, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 21, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

22. Respondent's statements in Application 81361 and the related rent ledger that Tenant C owed past-due rent of \$22,800 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield during that period, and not the \$1,900 he claimed to have charged in the application. Respondent's statements were further false because Tenant C did not reside in Unit 2F from June 2020 through at least January 2021 as he claimed in the application. Respondent's statements were also false because Respondent received monthly rent payments for at least June 2020 through September 2020 and March 2021 through May 2021 from the respective tenants residing in Unit 2F during those periods.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 22 were incorrect. Respondent does not now recall information relating to the

remaining allegations contained in paragraph 22, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 22, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

23. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant C that the statements were false because Respondent was the owner and landlord for Unit 2F of 6034 N. Fairfield, and he knew that he only charged monthly rent of 1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,900 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that Tenant C did not reside in Unit 2F from June 2020 through at least January 2021. Respondent also knew the statements were false because he knew that he had received rent payments for at least June 2020 through September 2020 and March 2021 through May 2021 from the respective tenants residing in Unit 2F during those periods.

**ANSWER:** Respondent denies the allegations contained in paragraph 23.

D. 6034 N. Fairfield, Unit 3F – Tenant D

24. On or about May 19, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of one of his tenants renting Unit 3F of 6034 N. Fairfield (“Tenant D”). The application was assigned Application ID number 46914. In the application, Respondent, or someone at his direction, alleged

that Tenant D owed Respondent \$22,800 in past-due rent from June 2020 through May 2021. In connection with Application 46914, Respondent, or someone at his direction, prepared and submitted to IDHA a rent ledger which alleged that Tenant D had not paid Respondent \$1,900 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 19, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of one of his tenants renting Unit 3F of 6034 N. Fairfield (“Tenant D”). Respondent admits the allegations of the second sentence of paragraph 24 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 24 stated that Tenant D owed Respondent \$22,800 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 24, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IDHA a rent ledger which alleged that Tenant D had not paid Respondent \$1,900 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 24, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 24, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

25. Respondent’s statements in Application 46914 and the related rent ledger that Tenant D owed past-due rent of \$22,800 for the period of June 2020 through May 2021 were false. Respondent’s statements were false because Respondent only charged

monthly rent of \$1,100 for Unit 3F of 6034 N. Fairfield during that period, and not the \$1,900 he claimed to have charged in the application. Respondent's statements were further false because he received monthly rent payments in the amount of \$1,100 for at least July 2020 through May 2021 from the tenant residing in Unit 3F during that period.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 25 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 25, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 25, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

26. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant D that the statements were false because Respondent was the owner and landlord for Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$1,100 for Unit 3F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,900 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received monthly rent payments for at least July 2020 through May 2021 from the tenant residing in Unit 3F during that period.

**ANSWER:** Respondent denies the allegations contained in paragraph 26.

27. On or about May 21, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant D for Unit

3F of 6034 N. Fairfield. The ILRPP application was assigned Application ID number 46822. In the application, Respondent, or someone at his direction, alleged that Tenant D owed Respondent \$22,800 in past due rent from June 2020 through May 2021. In connection Application 46822, Respondent, or someone at his direction, prepared and submitted to IDHA a rent ledger which alleged that Tenant D had not paid Respondent \$1,900 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 21, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant D for Unit 3F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 27 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 27 stated that Tenant D owed Respondent \$22,800 in past due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 27, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IDHA a rent ledger which alleged that Tenant D had not paid Respondent \$1,900 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 27, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 27, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

28. Respondent's statements in Application 46822 and the related rent ledger that Tenant D owed past-due rent of \$22,800 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,100 for Unit 3F of 6034 N. Fairfield during that period, and not the \$1,900 he claimed in the application. Respondent's statements were further false because Respondent received monthly rent payments in the amount of \$1,100 for at least July 2020 through May 2021 from the tenant residing in Unit 3F during that period.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 28 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 28, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 28, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

29. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant D that the statements were false because Respondent was the owner and landlord for Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$1,100 for Unit 3F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,900 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received monthly rent payments for at least July 2020 through May 2021 from the tenant residing in Unit 3F during that period.

**ANSWER:** Respondent denies the allegations contained in paragraph 29.

30. On or about May 30, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant D for Unit 3F of 6034 N. Fairfield. The application was assigned Application ID number 81362. In the application, Respondent, or someone at his direction, alleged that Tenant D owed Respondent \$22,800 in past due rent from June 2020 through May 2021. In connection with Application 81362, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant D had not paid \$1,900 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 30, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant D for Unit 3F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 30 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 30 stated that Tenant D owed Respondent \$22,800 in past due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 30, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant D had not paid \$1,900 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 30, including but not limited to any allegations to the effect that he himself prepared or submitted the materials

referred to in paragraph 30, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

31. Respondent's statements in Application 81362 and the related rent ledger that Tenant D owed past-due rent of \$22,800 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,100 for Unit 3F of 6034 N. Fairfield during that period, and not the \$1,900 he claimed in the application. Respondent's statements were further false because Respondent received monthly rent payments in the amount of \$1,100 for at least July 2020 through May 2021 from the tenant residing in Unit 3F during that period.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 31 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 31, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 31, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

32. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant D that the statements were false because Respondent was the owner and landlord for Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$1,100 for Unit 3F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,900 he claimed to have charged in the application. Respondent further knew the statements were false because he

knew that he received monthly rent payments for at least July 2020 through May 2021 from the tenant residing in Unit 3F during that period.

**ANSWER:** Respondent denies the allegations contained in paragraph 32.

E. 6034 N. Fairfield, Unit 2R – Tenant E

33. On or about May 19, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant renting Unit 2R of 6034 N. Fairfield (“Tenant E”). The ILRPP application was assigned Application ID number 47566. In the application, Respondent, or someone at his direction, alleged that Tenant E owed Respondent \$21,000 in past-due rent from June 2020 through May 2021. In connection with Application 47566, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant E had not paid Respondent \$1,750 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 19, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of a tenant renting Unit 2R of 6034 N. Fairfield (“Tenant E”). Respondent admits the allegations of the second sentence of paragraph 33 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 33 stated that Tenant E owed Respondent \$21,000 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 33, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that

Tenant E had not paid Respondent \$1,750 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 33, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 33, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

34. Respondent's statements in Application 47566 and the related rent ledger that Tenant E owed Respondent past-due rent of \$21,000 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$925 and later \$975 for Unit 2R of 6034 N. Fairfield during that period, and not the \$1,750 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant E for at least September 2020 through December 2020 and April 2021 through May 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 35 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 34, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 34, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

35. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant E that the statements were

false because Respondent was the owner and landlord for Unit 2R of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$925 and later \$975 for Unit 2R of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,750 he claimed to have charged in the application. Respondent's further knew his statements were false because he knew that he had received monthly rent payments from Tenant E for at least September 2020 through December 2020 and April 2021 through May 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 35.

36. On or about May 19, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant E for Unit 2R of 6034 N. Fairfield. The application was assigned Application ID number 81366. In the application Respondent, or someone at his direction, alleged that Tenant E owed Respondent \$21,000 in past due rent from June 2020 through May 2021. In connection with Application 81366, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant E had not paid \$1,750 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 19, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant E for Unit 2R of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 36 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 36 stated that Tenant E owed Respondent \$21,000 in past due rent from June 2020 through May 2021.

Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 36, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant E had not paid \$1,750 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 36, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 36, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

37. Respondent's statements in Application 81366 and the related rent ledger that Tenant E owed past-due rent of \$21,000 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$925 and later \$975 for Unit 2R of 6034 N. Fairfield, during that period, and not the \$1,750 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant E for at least September 2020 through December 2020 and April 2021 through May 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 37 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 37, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 37, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

38. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant E that the statements were false because Respondent was the owner and landlord for Unit 2R of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$925 and later \$975 for Unit 2R of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,750 he claimed to have charged in the application. Respondent further knew his statements were false because he knew that he had received monthly rent payments from Tenant E for at least September 2020 through December 2020 and April 2021 through May 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 38.

39. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of Tenant E for Unit 2R of 6034 N. Fairfield. The application was assigned Application ID number 959860. In the application, Respondent, or someone at his direction, alleged that Tenant E owed Respondent \$26,250 in past-due rent from October 2020 through December 2021. In connection with Application 959860, Respondent, or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant E had not paid \$1,750 in monthly rent from October 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of Tenant E for Unit 2R of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 39 upon information and belief. Respondent admits, upon information and

belief, that the application referred to in paragraph 39 stated that Tenant E owed Respondent \$26,250 in past-due rent from October 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 39, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant E had not paid \$1,750 in monthly rent from October 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 39, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 39, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

40. Respondent's statements in Application 959860 and the related rent ledger that Tenant E owed past-due rent of \$26,250 for the period of October 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$925 and later \$975 for Unit 2R of 6034 N. Fairfield, during that period, and not the \$1,750 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant E for at least October 2020 through December 2020 and April 2021 through May 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 40 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 40, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct.

Respondent denies any and all remaining allegations contained in paragraph 40, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

41. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant E that the statements were false because Respondent was the owner and landlord of Unit 2R of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$925 and later \$975 for Unit 2R of 6034 N. Fairfield during the period of October 2020 through December 2021, and not the \$1,750 he claimed to have charged in the application. Respondent further knew the statements were false because Respondent received monthly rent payments from Tenant E for at least October 2020 through December 2020 and April 2021 through May 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 41.

42. On or about January 9, 2022, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant E for Unit 2R of 6034 N. Fairfield. The application was assigned Application ID number 979072. In the application, Respondent, or someone at his direction, alleged that Tenant E owed Respondent \$15,350 in past-due rent from August 2020 through December 2021. In connection with ILRPP application 979072, Respondent, or someone at his direction, prepared and submitted a rent ledger which alleged that Tenant E had not paid \$550 in rent due for August 2020 and \$925 in monthly rent from September 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 9, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant E for Unit 2R of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 42 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 42 stated that Tenant E owed Respondent \$15,350 in past-due rent from August 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 42, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted a rent ledger which alleged that Tenant E had not paid \$550 in rent due for August 2020 and \$925 in monthly rent from September 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 42, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 42, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

43. Respondent's statements in Application 979072 and the related rent ledger that Tenant E owed past-due rent of \$15,350 for the period of August 2020 through December 2021 were false. Respondent's statements were false because Respondent received monthly rent payments from Tenant E for at least September 2020 through December 2020 and April 2021 through December 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 43 were incorrect. Respondent does not now recall information relating to the

remaining allegations contained in paragraph 43, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 43, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

44. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant E that the statements were false because Respondent was the owner and landlord for Unit 2R of 6034 N. Fairfield, and he knew that he received monthly rent payments from Tenant E for at least September 2020 through December 2020 and April 2021 through December 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 44.

F. 6034 N. Fairfield, Unit 3F – Tenant F

45. On or about May 20, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of one of his tenants renting Unit 3F of 6034 N. Fairfield (“Tenant F”). The application was assigned Application ID number 53491. In the application, Respondent, or someone at his direction, alleged that Tenant F owed Respondent \$21,000 in past-due rent from June 2020 through May 2021. In connection with Application 53491, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 20, 2021, Mohammed Arshad, or a third party or parties actually or potentially

associated with him, prepared and submitted an ILRPP application to IHDA on behalf of one of his tenants renting Unit 3F of 6034 N. Fairfield (“Tenant F”). Respondent admits the allegations of the second sentence of paragraph 45 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 45 stated that Tenant F owed Respondent \$21,000 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 45, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 45, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 45, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

46. Respondent’s statements in Application 53491 and the related rent ledger that Tenant F owed past-due rent of \$21,000 for the period of June 2020 through May 2021 were false. Respondent’s statements were false because Respondent only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during that period, and not the \$1,750 he claimed to have charged in the application. Respondent’s statements were further false because he received monthly rent payments from Tenant F for at least June 2020 through December 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 46 were incorrect. Respondent does not now recall information relating to the

remaining allegations contained in paragraph 46, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 46, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

47. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant F that the statements were false because Respondent was the owner and landlord for Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,750 he claimed to have charged in the application. Respondent further knew the statements were false because he knew he received monthly rent payments from Tenant F for at least June 2020 through December 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 47.

48. On or about May 21, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. The application was assigned Application ID number 47623. In the application, Respondent, or someone at his direction, alleged that Tenant F owed Respondent \$21,000 in past due rent from June 2020 through May 2021. In connection with Application 47623, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 21, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 48 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 48 stated alleged that Tenant F owed Respondent \$21,000 in past due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 48, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 48, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 48, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

49. Respondent's statements in Application 47623 and the related rent ledger that Tenant F owed past-due rent of \$21,000 for the period of June 2020 through May 2021 were false. Respondent's statements were false because he only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield, during that period, and not the \$1,750 he claimed to have charged in the application. Respondent's statements were further false because he received monthly rent payments from Tenant F for at least June 2020 through December 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 49 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 49, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 49, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

50. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant F that the statements were false because Respondent was the owner and landlord for Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,750 he claimed to have charged in the application. Respondent further knew the statements were false because he knew he received monthly rent payments from Tenant F for at least June 2020 through December 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 50.

51. On or about May 30, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. The application was assigned Application ID number 81368. In the application, Respondent, or someone at his direction, alleged that Tenant F owed Respondent \$21,000 in past due rent from June 2020 through May 2021. In connection with Application 81368, Respondent, or someone at his direction, prepared and submitted

to IHDA a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 30, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 51 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 51 stated that Tenant F owed Respondent \$21,000 in past due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 51, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 51, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 51, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

52. Respondent's statements in Application 81368 and the related rent ledger that Tenant F owed past-due rent of \$21,000 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during that period, and not the \$1,750 he claimed to have charged in the application. Respondent's statements

were further false because he received monthly rent payments from Tenant F for at least June 2020 through December 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 52 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 52, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 52, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

53. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant F that the statements were false because Respondent was the owner and landlord for Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during the period of June 2020 through May 2021, and not the \$1,750 he claimed to have charged in the application. Respondent further knew the statements were false because he knew he received monthly rent payments from Tenant F for at least June 2020 through December 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 53.

54. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. The application was assigned Application ID number 958595. In the application, Respondent, or someone at his direction, alleged that Tenant F owed Respondent \$35,000

in past-due rent from May 2020 through December 2021. In connection with Application 958595, Respondent, or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from May 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 54 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 54 stated that Tenant F owed Respondent \$35,000 in past-due rent from May 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 54, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant F had not paid \$1,750 in monthly rent from May 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 54, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 54, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

55. Respondent's statements in Application 958595 and the related rent ledger that Tenant F owed past-due rent of \$35,000 for the period of May 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged

monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during that period, and not the \$1,750 that he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant F for at least May 2020 through December 2020 and June 2021 through December 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 55 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 55, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 55, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

56. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant F that the statements were false because Respondent was the owner and landlord of Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during the period of May 2020 through December 2021, and not the \$1,750 that he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received monthly rent payments from Tenant F for at least May 2020 through December 2020 and June 2021 through December 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 56.

57. On or about January 8, 2022, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. The application was assigned Application ID number 964145. In the application, Respondent, or someone at his direction, alleged that Tenant F owed Respondent \$33,250 in past due rent from June 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 8, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant F for Unit 3F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 57 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 57 stated that Tenant F owed Respondent \$33,250 in past due rent from June 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 57, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 57, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

58. Respondent's statements in Application 964145 that Tenant F owed past-due rent of \$33,250 for the period of June 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during that period, and not the \$1,750 he claimed to have charged in the application. Respondent's statements were further false

because he received monthly rent payments from Tenant F for at least June 2020 through December 2020 and June 2021 through March 2022.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 58 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 58, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 58, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

59. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant F that the statements were false because Respondent was the owner and landlord for Unit 3F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$850 and later \$900 for Unit 3F of 6034 N. Fairfield during the period of June 2020 through December 2021, and not the \$1,750 that he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received monthly rent payments from Tenant F for at least June 2020 through December 2020 and June 2021 through December 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 59.

G. 6034 N. Fairfield, Garden Unit - Tenant G

60. On or about May 20, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of one of his tenants renting the Garden Unit of 6034 N. Fairfield (“Tenant G”). The application was assigned

Application ID number 53536. In the application, Respondent, or someone at his direction, alleged that Tenant G owed Respondent \$22,680 in past-due rent from June 2020 through May 2021. In connection with Application 53536, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant G had not paid \$1,890 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 20, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of one of his tenants renting the Garden Unit of 6034 N. Fairfield (“Tenant G”). Respondent admits the allegations of the second sentence of paragraph 60 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 60 stated that Tenant G owed Respondent \$22,680 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 60, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant G had not paid \$1,890 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 60, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 60, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

61. Respondent’s statements in Application 53536 and the related rent ledger that Tenant G owed past-due rent of \$22,680 for the period of June 2020 through May

2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,100 and later \$1,235 for the Garden Unit of 6034 N. Fairfield during that period, and not the \$1,890 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant G for at least June 2020 through January 2021, May 2021, and August 2021 through October 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 61 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 61, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 61, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

62. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documents to IHDA for Tenant G that the statements were false because Respondent was the owner and landlord for the Garden Unit of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$1,100 and later \$1,235 for the Garden Unit of 6034 N. Fairfield during the period of June 2020 through May 2021. Respondent further knew the statements were false because he knew that he received monthly rent payments from Tenant G for at least June 2020 through January 2021, May 2021, and August 2021 through October 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 62.

63. On or about January 8, 2022, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant G for the Garden Unit of 6034 N. Fairfield. The application was assigned Application ID number 975829. In the application, Respondent, or someone at his direction, alleged that Tenant G owed Respondent \$37,800 in past due rent from June 2020 through January 2022. In connection with Application 975829, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant G had not paid \$1,890 in monthly rent from June 2020 through January 2022.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 8, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant G for the Garden Unit of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 63 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 63 stated that Tenant G owed Respondent \$37,800 in past due rent from June 2020 through January 2022. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 63, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant G had not paid \$1,890 in monthly rent from June 2020 through January 2022. Respondent denies all remaining allegations contained in paragraph 63, including but not limited to any allegations to the effect that he himself prepared or

submitted the materials referred to in paragraph 63, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

64. Respondent's statements in Application 975829 and the related rent ledger that Tenant G owed past-due rent of \$37,800 for the period of June 2020 through January 2022 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,100 and later \$1,235 for the Garden Unit of 6034 N. Fairfield during that period, and not the \$1,890 that he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant G for at least June 2020 through January 2021, May 2021, and August 2021 through October 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 64 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 64, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 64, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

65. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant G that the statements were false because Respondent was the owner and landlord for the Garden Unit of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$1,100 and later \$1,235 for the Gaden Unit of 6034 N. Fairfield during the period of June 2020 through January 2022.

Respondent further knew the statements were false because he knew that he received monthly rent payments from Tenant G for at least June 2020 through January 2021, May 2021, and August 2021 through October 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 65.

H. 6318 N. Francisco, Unit 1 – Tenant H

66. On or about May 21, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant renting Unit 1 of 6318 N. Francisco (“Tenant H”). The application was assigned Application ID number 53652. In the application, Respondent, or someone at his direction, alleged that Tenant H owed Respondent \$24,000 in past due rent from June 2020 and May 2021. In connection with Application 53652, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 21, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of a tenant renting Unit 1 of 6318 N. Francisco (“Tenant H”). Respondent admits the allegations of the second sentence of paragraph 66 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 66 stated that Tenant H owed Respondent \$24,000 in past due rent from June 2020 and May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 66, Arshad, or a third party or parties actually

or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 66, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 66, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

67. Respondent's statements in Application 53652 and the related rent ledger that Tenant H owed past-due rent of \$24,000 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during that period, and not the \$2,000 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant H for at least June 2020 through October 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 67 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 67, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 67, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

68. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant H that the statements

were false because Respondent was the owner and landlord for Unit 1 of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during the period of June 2020 through May 2021, and not the \$2,000 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he had received monthly rent payments from Tenant H for at least June 2020 through October 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 68.

69. On or about May 29, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant H for Unit 1 of 6318 N. Francisco. The application was assigned Application ID number 80059. In the application, Respondent, or someone at his direction, alleged that Tenant H owed Respondent \$24,000 in past due rent from June 2020 through May 2021. In connection with Application 80059, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 29, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant H for Unit 1 of 6318 N. Francisco. Respondent admits the allegations of the second sentence of paragraph 69 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 69 stated that Tenant H owed Respondent \$24,000 in past due rent from June 2020 through May 2021.

Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 69, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 69, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 69, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

70. Respondent's statements in Application 80059 and the related rent ledger that Tenant H owed past-due rent of \$24,000 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during that period, and not the \$2,000 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant H for at least June 2020 through October 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 70 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 70, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 70, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

71. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant H that the statements were false because Respondent was the owner and landlord for Unit 1 of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during the period of June 2020 through May 2021, and not the \$2,000 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he had received monthly rent payments from Tenant H for at least June 2020 through October 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 71.

72. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of Tenant H for Unit 1 of 6318 N. Francisco. The application was assigned Application ID number 958546. In the application, Respondent, or someone at his direction, alleged that Tenant H owed Respondent \$40,000 in past-due rent from May 2020 and December 2021. In connection with Application 958546, Respondent, or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from May 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of Tenant H for Unit 1 of 6318 N. Francisco. Respondent admits the allegations of the second sentence of paragraph 72 upon information and belief. Respondent admits, upon information and

belief, that the application referred to in paragraph 72 stated that Tenant H owed Respondent \$40,000 in past-due rent from May 2020 and December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 72, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from May 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 72, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 72, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

73. Respondent's statements in Application 958546 and the related rent ledger that Tenant H owed past-due rent of \$40,000 for the period of May 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during that period, and not the \$2,000 he claimed to have charged in the application. Respondent's statements are further false because Respondent received monthly rent payments from Tenant H for at least May 2020 through October 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 73 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 73, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 73, including

but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

74. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant H that the statements were false because Respondent was the owner and landlord for Unit 1 of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during the period of June 2020 through December 2021, and not the \$2,000 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he had received monthly rent payments from Tenant H for at least June 2020 through October 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 74.

75. On or about January 9, 2022, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant H for Unit 1 of 6318 N. Francisco. The application was assigned Application ID number 980454. In the application, Respondent, or someone at this direction, alleged that Tenant H owed Respondent \$38,000 in past due rent from June 2020 through December 2021. In connection with Application 980454, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from June 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 9, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf

of Tenant H for Unit 1 of 6318 N. Francisco. Respondent admits the allegations of the second sentence of paragraph 75 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 75 stated that Tenant H owed Respondent \$38,000 in past due rent from June 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 75, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant H had not paid \$2,000 in monthly rent from June 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 75, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 75, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

76. Respondent's statements in Application 980454 and the related rent ledger that Tenant H owed past-due rent of \$38,000 for the period of June 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during that period, and not the \$2,000 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant H for at least June 2020 through October 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 76 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 76, but he admits, upon information and

belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 76, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

77. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant H that the statements were false because Respondent was the owner and landlord for Unit 1 of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during the period of June 2020 through December 2021, and not the \$2,000 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he had received monthly rent payments from Tenant H for at least June 2020 through October 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 77.

I. 6155 N. Springfield – Tenant I

78. On or about May 21, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting 6155 N. Springfield (“Tenant I”). The application was assigned Application ID number 58011. In the application, Respondent, or someone at his direction, alleged that Tenant I owed Respondent \$27,000 in past-due rent from June 2020 through May 2021. In connection with Application 58011, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant I had not paid \$2,250 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 9, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting 6155 N. Springfield (“Tenant I”). Respondent admits the allegations of the second sentence of paragraph 78 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 78 stated that Tenant I owed Respondent \$27,000 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 78, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant I had not paid \$2,250 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 78, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 78, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

79. Respondent’s statements in Application 58011 and the related rent ledger that Tenant I owed past-due rent of \$27,000 for the period of June 2020 through May 2021 were false. Respondent’s statements were false because Respondent only charged monthly rent of \$2,050 for 6155 N. Springfield during that period, and not the \$2,250 he claimed to have charged in the application. Respondent’s statements were further false because Tenant I did not reside at 6155 N. Springfield. Respondent’s statements were also

false because Respondent received monthly rent payments from the tenant residing at 6155 N. Springfield for at least June 2020 through January 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 79 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 79, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 79, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

80. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant I that the statements were false because Respondent was the owner and landlord of 6155 N. Springfield, and he knew that he only charged monthly rent of \$20,050 for 6155 N. Springfield during June 2020 through May 2021, and not the \$2,250 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that Tenant I did not reside at 6155 N. Springfield. Respondent also knew the statements were false because he knew that he had received monthly rent payments from the tenant residing at 6155 N. Springfield for at least June 2020 through January 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 80.

J. 6318 N. Francisco, Basement Unit – Tenant J

81. On or about May 29, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly

renting the Basement Unit of 6318 N. Francisco (“Tenant J”). The application was assigned Application ID number 80047. In the application, Respondent, or someone at his direction, alleged that Tenant J owed Respondent \$19,200 in past-due rent from June 2020 through May 2021. In connection with the Application 80047, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant J had not paid \$1,600 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 29, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting the Basement Unit of 6318 N. Francisco (“Tenant J”). Respondent admits the allegations of the second sentence of paragraph 81 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 81 stated that Tenant J owed Respondent \$19,200 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 81, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant J had not paid \$1,600 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 81, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 81, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

82. Respondent's statements in ILRPP application 80047 and the related rent ledger that Tenant J owed past-due rent of \$19,200 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,150 for the Basement Unit of 6318 N. Francisco during that period, and not the \$1,600 he claimed to have charged in the application. Respondent's statements were further false because Tenant J did not reside in the Basement Unit of 6318 N. Francisco. Respondent's statements were also false because Respondent received monthly rent payments from the tenant residing in the Basement Unit of 6318 N. Francisco for at least June 2020 through October 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 82 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 82, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 82, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

83. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant J that the statements were false because Respondent was the owner and landlord for the Basement Unit of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,150 for the Basement Unit of 6318 N. Francisco during the period of June 2020 through May 2021, and not the \$1,150 he claimed to have charged in the application. Respondent further knew the

statements were false because he knew that Tenant J did not reside in the Basement Unit of 6318 N. Francisco. Respondent also knew the statements were false because he knew that he had received monthly rent payments from the tenant residing in the Basement Unit of 6318 N. Francisco for at least June 2020 through October 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 83.

84. On or about May 29, 2021, Respondent, or someone at his direction, prepared and submitted another ILRPP application to IHDA on behalf of Tenant J for the Basement Unit of 6318 N. Francisco. The application was assigned Application ID number 81229. In the application, Respondent, or someone at his direction, alleged that Tenant J owed Respondent \$19,200 in past due rent from June 2020 through May 2021. In connection with Application 81229, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant J had not paid \$1,600 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 29, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted another ILRPP application to IHDA on behalf of Tenant J for the Basement Unit of 6318 N. Francisco. Respondent admits the allegations of the second sentence of paragraph 84 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 84 stated that Tenant J owed Respondent \$19,200 in past due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 84, Arshad, or a third party or parties actually or potentially

associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant J had not paid \$1,600 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 84, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 84, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

85. Respondent's statements in Application 81229 and the related rent ledger that Tenant J owed past-due rent of \$19,200 for the period of June 2020 through May 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,150 for the Basement Unit of 6318 N. Francisco during that period, and not the \$1,600 he claimed to have charged in the application. Respondent's statements were further false because Tenant J did not reside in the Basement Unit of 6318 N. Francisco. Respondent's statements were also false because Respondent received monthly rent payments from the tenant residing at the Basement Unit of 6318 N. Francisco for at least June 2020 through October 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 85 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 85, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 85, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

86. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant J that the statements were false because Respondent was the owner and landlord for the Basement Unit of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,150 for the Basement Unit of 6318 N. Francisco during the period of June 2020 through May 2021, and not the \$1,150 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that Tenant J did not reside in the Basement Unit of 6318 N. Francisco. Respondent also knew the statements were false because he knew that he had received monthly rent payments from the tenant residing in the Basement Unit of 6318 N. Francisco for at least June 2020 through October 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 86.

K. 6318 N. Francisco, Unit 1R – Tenant K

87. On or about May 29, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting Unit 1R of 6318 N. Francisco (“Tenant K”). The application was assigned Application ID number 81288. In the application, Respondent, or someone at his direction, alleged that Tenant K owed Respondent \$21,000 in past-due rent from June 2020 through May 2021. In connection with Application 81288, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant K had not paid \$1,750 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 29, 2021, Mohammed Arshad, or a third party or parties actually or potentially

associated with him, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting Unit 1R of 6318 N. Francisco (“Tenant K”). Respondent admits the allegations of the second sentence of paragraph 87 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 87 stated that Tenant K owed Respondent \$21,000 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 87, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant K had not paid \$1,750 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 87, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 87, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

88. Respondent’s statements in Application 81288 and the related rent ledger that Tenant K owed past-due rent of \$21,000 for the period of June 2020 through May 2021 were false. Respondent’s statements were false because 6318 N. Francisco only had one unit on the first floor, and Tenant K did not reside in Unit 1 or any other unit at 6318 N. Francisco. Respondent’s statements were further false because Respondent only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during that period, and not the \$1,750 he claimed to have charged in the application. Respondent’s statements were also false because Respondent received monthly rent payments from the tenant residing in Unit 1 of 6318 N. Francisco for at least June 2020 through October 2020.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 88 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 88, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 88, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

89. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant K that the statements were false because Respondent was the owner and landlord for 6318 N. Francisco, and he knew that 6318 N. Francisco only had one unit on the first floor and that Tenant K did not reside in Unit 1 or any other unit at 6318 N. Francisco. Respondent further knew the statements were false because he knew that he only charged monthly rent of \$1,350 for Unit 1 of 6318 N. Francisco during the period of June 2020 through May 2021, and not the \$1,750 he claimed to have charged in the application. Respondent also knew the statements were false because he knew that he received monthly rent payments from the tenant residing in Unit 1 of 6318 N. Francisco for at least June 2020 through October 2020.

**ANSWER:** Respondent denies the allegations contained in paragraph 89.

L. 6155 N. Springfield – Tenant L

90. On or about May 30, 2021, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting 6155 N. Springfield (“Tenant L”). The application was assigned Application ID

number 81294. In the application, Respondent, or someone at his direction, alleged that Tenant L owed Respondent \$27,000 in past-due rent from June 2020 through May 2021. In connection with Application 81294, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant L had not paid \$2,250 in monthly rent from June 2020 through May 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about May 30, 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting 6155 N. Springfield (“Tenant L”). Respondent admits the allegations of the second sentence of paragraph 90 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 90 stated that Tenant L owed Respondent \$27,000 in past-due rent from June 2020 through May 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 90, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant L had not paid \$2,250 in monthly rent from June 2020 through May 2021. Respondent denies all remaining allegations contained in paragraph 90, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 90, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

91. Respondent’s statements in Application 81294 and the related rent ledger that Tenant L owed past-due rent of \$27,000 for the period of June 2020 through May

2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$2,050 for 6155 N. Springfield during that period, and not the \$2,250 he claimed to have charged in the application. Respondent's statements were further false because Tenant L did not reside at 6155 N. Springfield. Respondent's statements were also false because Respondent received monthly rent payments from the tenant residing at 6155 N. Springfield for at least June 2020 through January 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 91 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 91, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 91, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

92. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant L that the statements were false because Respondent was the owner and landlord for 6155 N. Springfield, and he knew that he only charged monthly rent of \$2,050 during the period of June 2020 through May 2021, and not the \$2,250 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that Tenant L did not reside at 6155 N. Springfield. Respondent also knew the statements were false because he knew that he received rent payments from the tenant residing at 6155 N. Springfield for at least June 2020 through January 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 92.

M. 6140 N. Kimball – Tenant M

93. On or about December 13, 2022, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting 6140 N. Kimball (“Tenant M”). The application was assigned Application ID number 914935. In the application, Respondent, or someone at his direction, alleged that Tenant M owed Respondent \$30,000 in past-due rent from October 2020 through December 2021. In connection with Application 914935, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant M had not paid \$2,000 in monthly rent from October 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about December 13, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of a tenant purportedly renting 6140 N. Kimball (“Tenant M”). Respondent admits the allegations of the second sentence of paragraph 93 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 93 stated that Tenant M owed Respondent \$30,000 in past-due rent from October 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 93, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant M had not paid \$2,000 in monthly rent from October 2020 through December 2021. Respondent denies all remaining allegations

contained in paragraph 93, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 93, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

94. Respondent's statements in Application 914935 and the related rent ledger that Tenant M owed past-due rent of \$30,000 for the period of October 2020 through December 2021 were false. Respondent's statements were false because Respondent did not own 6140 N. Kimball until October 2021. Respondent's statements were further false because Tenant M never resided at 6140 N. Kimball.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 94 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 94, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 94, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

95. Respondent knew when he, or someone at his direction, submitted the ILRPP application to IHDA for Tenant M that the statements were false because Respondent knew that he did not own 6140 N. Kimball until October 2021. Respondent further knew the statements were false because he knew that Tenant M never resided at 6140 N. Kimball.

**ANSWER:** Respondent denies the allegations contained in paragraph 95.

96. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of Tenant M purportedly renting 6140 N. Kimball. The application was assigned Application ID number 947502. In the application, Respondent, or someone at his direction, alleged that Tenant M owed Respondent \$30,000 in past due rent from October 2020 through December 2021. In connection with Application 947502, Respondent, or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant M had not paid \$2,000 in monthly rent from October 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of Tenant M purportedly renting 6140 N. Kimball. Respondent admits the allegations of the second sentence of paragraph 96 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 96 stated that Tenant M owed Respondent \$30,000 in past due rent from October 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 96, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant M had not paid \$2,000 in monthly rent from October 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 96, including but not limited to any allegations to the effect that he himself prepared or submitted the

materials referred to in paragraph 96, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

97. Respondent's statements in Application 947502 and the related rent ledger that Tenant M owed past-due rent of \$30,000 for the period of October 2020 through December 2021 were false. Respondent's statements were false because Respondent did not own 6140 N. Kimball until October 2021. Respondent's statements were further false because Tenant M never resided at 6140 N. Kimball.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 97 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 97, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 97, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

98. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant M that the statements were false because Respondent knew that he did not own 6140 N. Kimball until October 2021. Respondent further knew the statements were false because he knew that Tenant M never resided at 6140 N. Kimball.

**ANSWER:** Respondent denies the allegations contained in paragraph 98.

N. 6318 N. Francisco, Unit 2 – Tenant N

99. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of a tenant renting in Unit 2 of 6318 N. Francisco (“Tenant N”). The application was assigned Application ID number 955605. In the application, Respondent, or someone at his direction, alleged that Tenant N owed Respondent \$40,000 in past-due rent from May 2020 through December 2021. In connection with Application 955605, Respondent, or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant N had not paid \$2,000 in monthly rent from October 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of a tenant renting in Unit 2 of 6318 N. Francisco (“Tenant N”). Respondent admits the allegations of the second sentence of paragraph 99 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 99 stated that Tenant N owed Respondent \$40,000 in past-due rent from May 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 99, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant N had not paid \$2,000 in monthly rent from October 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 99, including but not limited to any allegations to the effect that he himself prepared or submitted the

materials referred to in paragraph 99, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

100. Respondent's statements in Application 955605 and the related rent ledger that Tenant N owed past-due rent of \$40,000 for the period of May 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,850, then \$1,300, and later \$1,500 for Unit 2 of 6318 N Francisco during that period, and not the \$2,000 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from Tenant N for at least October 2021 through December 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 100 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 100, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 100, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

101. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant N that the statements were false because Respondent was the owner and landlord for Unit 2 of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,850, then \$1,300, and later \$1,500 for Unit 2 of 6318 N. Francisco during the period of May 2020 through December 2021, and

not the \$2,000 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received rent payments from Tenant N for at least October 2021 through December 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 101.

102. On or about January 9, 2022, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of Tenant N renting Unit 2 of 6318 N. Francisco. The application was assigned Application ID number 982577. In the application, Respondent, or someone at his direction, alleged that Tenant N owed Respondent \$40,000 in past due rent from June 2020 through January 2022. In connection with Application 982577, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant N had not paid \$2,000 in monthly rent from June 2020 through January 2022.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 9, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of Tenant N renting Unit 2 of 6318 N. Francisco. Respondent admits the allegations of the second sentence of paragraph 102 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 102 stated that Tenant N owed Respondent \$40,000 in past due rent from June 2020 through January 2022. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 102, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that

Tenant N had not paid \$2,000 in monthly rent from June 2020 through January 2022. Respondent denies all remaining allegations contained in paragraph 102, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 102, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

103. Respondent's statements in Application 982577 and the related rent ledger that Tenant N owed past-due rent of \$40,000 for the period of June 2020 through January 2022 were false because Respondent only charged monthly rent of \$1,850, \$1,300, and later \$1,500 for Unit 2 of 6318 N. Francisco during that period, and Respondent received monthly rent payments from Tenant N for at least October 2021 through January 2022.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 103 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 103, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 103, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

104. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant N that the statements were false because Respondent was the owner and landlord for Unit 2 of 6318 N. Francisco, and he knew that he only charged monthly rent of \$1,850, then \$1,300, and later \$1,500 for

Unit 2 of 6318 N. Francisco during the period of June 2020 through January 2022, and not the \$2,000 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received rent payments from Tenant N for at least October 2021 through January 2022.

**ANSWER:** Respondent denies the allegations contained in paragraph 104.

O. 6034 N. Fairfield, Unit 2F – Tenant O

105. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of a tenant renting Unit 2F of 6034 N. Fairfield (“Tenant O”). The application was assigned Application ID number 958449. In the application, Respondent, or someone at his direction, alleged that Tenant O owed Respondent \$30,000 in past due rent from October 2020 through December 2021. In connection with Application 958449, Respondent, or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant O had not paid \$2,000 in monthly rent from October 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of a tenant renting Unit 2F of 6034 N. Fairfield (“Tenant O”). Respondent admits the allegations of the second sentence of paragraph 105 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 105 stated that Tenant O owed Respondent \$30,000 in past due rent from October 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application

referred to in paragraph 105, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant O had not paid \$2,000 in monthly rent from October 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 105, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 105, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

106. Respondent's statements in Application 958449 and the related rent ledger that Tenant O owed past-due rent of \$30,000 for the period of October 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield Ave during that period, and not the \$2,000 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from the tenant residing in Unit 2F of 6034 N. Fairfield for at least March 2021 through December 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 106 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 106, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 106, including but not limited to any allegations to the effect that Respondent made any

knowingly false statements or that he directed or caused any other person or entity to do so.

107. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant O that the statements were false because Respondent was the owner and landlord for Unit 2F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield during the period of October 2020 through December 2021, and not the \$2,000 he claimed to have charged in the application. Respondent further knew that the statements were false because he knew that he received rent payments from the tenant residing in Unit 2F of 6034 N. Fairfield for at least March 2021 through December 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 107.

108. On or about January 5, 2022, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of Tenant O renting Unit 2F of 6034 N. Fairfield. The application was assigned Application ID number 963991. In the application, Respondent, or someone at his direction, alleged that Tenant O owed Respondent \$40,000 in past due rent from June 2020 through January 2022. In connection with Application 963991, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant O had not paid \$2,000 in monthly rent from June 2020 through January 2022.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 5, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of

Tenant O renting Unit 2F of 6034 N. Fairfield. Respondent admits the allegations of the second sentence of paragraph 108 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 108 stated that Tenant O owed Respondent \$40,000 in past due rent from June 2020 through January 2022. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 108, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant O had not paid \$2,000 in monthly rent from June 2020 through January 2022. Respondent denies all remaining allegations contained in paragraph 108, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 108, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

109. Respondent's statements in Application 963991 and the related rent ledger that Tenant O owed past-due rent of \$40,000 for the period of June 2020 through January 2022 were false. Respondent's statements were false because Respondent only charged monthly rent of \$1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield during that period, and not the \$2,000 he claimed to have charged in the application. Respondent's statements were further false because Respondent received monthly rent payments from the tenant residing in Unit 2F of 6034 N. Fairfield for at least June 2020 through September 2020 and March 2021 through January 2022.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 109 were incorrect. Respondent does not now recall information relating to the

remaining allegations contained in paragraph 109, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 109, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

110. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant O that the statements were false because Respondent was the owner and landlord for Unit 2F of 6034 N. Fairfield, and he knew that he only charged monthly rent of \$1,250 and later \$1,100 for Unit 2F of 6034 N. Fairfield during the period of June 2020 through January 2022, and not the \$2,000 he claimed to have charged in the application. Respondent further knew that the statements were false because he knew that he received rent payments from the tenant residing in Unit 2F of 6034 N. Fairfield for at least June 2020 through September 2020 and March 2021 through January 2022.

**ANSWER:** Respondent denies the allegations contained in paragraph 110.

P 6155 N. Springfield – Tenant P

111. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of a tenant purportedly renting 6155 N. Springfield (“Tenant P”). The application was assigned Application ID number 958584. The Application alleged that Tenant P owed Respondent \$50,000 in past-due rent from May 2020 through December 2021. In connection with Application 958584, Respondent,

or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant P had not paid \$2,500 in monthly rent from May 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of a tenant purportedly renting 6155 N. Springfield (“Tenant P”). Respondent admits the allegations of the second sentence of paragraph 111 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 111 stated that Tenant P owed Respondent \$50,000 in past-due rent from May 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 111, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant P had not paid \$2,500 in monthly rent from May 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 111, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 111, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

112. Respondent’s statements in Application 958584 and the related rent ledger that Tenant P owed past-due rent of \$50,000 for the period of May 2020 through December 2021 were false. Respondent’s statements were false because Respondent only charged monthly rent of \$2,050 for 6155 N. Springfield during that period, and not the \$2,500 he

claimed to have charged in the application. Respondent's statements were further false because Tenant P did not reside at 6155 N. Springfield. Respondent's statements were also false because Respondent received monthly rent payments from the tenant residing at 6155 N. Springfield for at least June 2020 through January 2021 and May 2021 through June 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 112 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 112, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 112, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

113. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant P that the statements were false because Respondent was the owner and landlord of 6155 N. Springfield, and he knew that he only charged monthly rent of \$2,050 for 6155 N. Springfield during the period of May 2020 through December 2021, and not the \$2,500 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that Tenant P did not reside at 6155 N. Springfield. Respondent also knew the statements were false because Respondent received monthly rent payments from the tenant residing at

6155 N. Springfield for at least June 2020 through January 2021 and May 2021 through June 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 113.

Q. 6318 N. Francisco, Garden Unit – Tenant Q

114. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of a tenant renting the Garden Unit of 6318 N. Francisco (“Tenant Q”). The application was assigned Application ID number 960081. In the application, Respondent, or someone at his direction, alleged that Tenant Q owed Respondent \$29,250 in past-due rent from October 2020 through December 2021. In connection with Application 960081, Respondent, or someone at his direction, prepared and submitted to CDOH a rent ledger which alleged that Tenant Q had not paid \$1,950 in monthly rent from October 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of a tenant renting the Garden Unit of 6318 N. Francisco (“Tenant Q”). Respondent admits the allegations of the second sentence of paragraph 114 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 114 stated that Tenant Q owed Respondent \$29,250 in past-due rent from October 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 114, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which

alleged that Tenant Q had not paid \$1,950 in monthly rent from October 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 114, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 114, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

115. Respondent's statements in ERAP application 960081 and the related rent ledger that Tenant Q owed past-due rent of \$29,250 for the period of October 2020 through December 2021 were false. Respondent's statements were false because Respondent only charged a monthly rent of \$1,400 for the Garden Unit of 6318 N. Francisco during that period, and not the \$1,950 he claimed to have charged in the application. Respondent's statement were also false because Respondent received monthly rent payments from the tenant residing in the Garden Unit of 6318 N. Francisco for at least October 2020, May 2021, July 2021, and October 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 115 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 115, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 115, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

116. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant Q that the statements were false because Respondent was the owner and landlord for the Garden Unit of 6318 N Francisco, and he knew that he only charged monthly rent of \$1,400 for the Garden Unit of 6318 N. Francisco during the period of October 2020 through December 2021, and not the \$1,950 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received monthly rent payments from the tenants in the Garden Unit of 6318 N. Francisco for at least October 2020, May 2021, July 2021, and October 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 116.

117. On or about January 9, 2022, Respondent, or someone at his direction, prepared and submitted an ILRPP application to IHDA on behalf of Tenant Q renting the Garden Unit of 6318 N. Francisco. The application was assigned Application ID number 979621. In the application, Respondent, or someone at his direction, alleged that Tenant Q owed Respondent \$21,450 in past-due rent from July 2020 through January 2022. In connection with Application 979621, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant Q had not paid \$750 in rent due for July 2020 and \$1,150 in monthly rent from August 2020 through January 2022.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 9, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ILRPP application to IHDA on behalf of

Tenant Q renting the Garden Unit of 6318 N. Francisco. Respondent admits the allegations of the second sentence of paragraph 117 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 117 stated that Tenant Q owed Respondent \$21,450 in past-due rent from July 2020 through January 2022. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 117, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant Q had not paid \$750 in rent due for July 2020 and \$1,150 in monthly rent from August 2020 through January 2022. Respondent denies all remaining allegations contained in paragraph 117, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 117, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

118. Respondent's statements in Application 979621 and the related rent ledger that Tenant Q owed past-due rent of \$21,450 for the period of July 2020 through January 2022 were false. Respondent's statements were false because Respondent received monthly rent payments from the tenant residing in the Garden Unit of 6318 N. Francisco for at least July 2020 through October 2020, May 2021, July 2021, and October 2021.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 118 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 118, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct.

Respondent denies any and all remaining allegations contained in paragraph 118, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

119. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant Q that the statements were false because Respondent was the owner and landlord for the Garden Unit of 6318 N Francisco, and he knew that he only charged monthly rent of \$1,400 for the Garden Unit of 6318 N. Francisco during the period of July 2020 through January 2022, and not the \$1,950 he claimed to have charged in the application. Respondent further knew the statements were false because he knew that he received monthly rent payments from the tenants in the Garden Unit of 6318 N. Francisco for at July 2020 through October 2020, May 2021, July 2021, and October 2021.

**ANSWER:** Respondent denies the allegations contained in paragraph 119.

R. 6318 N. Francisco, Unit 3 – Tenant R

120. In December 2021, Respondent, or someone at his direction, prepared and submitted an ERAP application to CDOH on behalf of a tenant purportedly renting Unit 3 of 6318 N. Francisco (“Tenant R”). The application was assigned Application ID number 958572. In the application, Respondent, or someone at his direction, alleged that Tenant R owed Respondent \$43,000 in past-due rent from May 2020 through December 2021. In connection with Application 958572, Respondent, or someone at his direction, prepared

and submitted to CDOH a rent ledger which alleged that Tenant R had not paid \$2,150 in monthly rent from May 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that in December 2021, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an ERAP application to CDOH on behalf of a tenant purportedly renting Unit 3 of 6318 N. Francisco (“Tenant R”). Respondent admits the allegations of the second sentence of paragraph 120 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 120 stated that Tenant R owed Respondent \$43,000 in past-due rent from May 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 120, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to CDOH a rent ledger which alleged that Tenant R had not paid \$2,150 in monthly rent from May 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 120, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 120, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

121. Respondent’s statements in ERAP application 958572 and the related rent ledger that Tenant R owed past-due rent of \$43,000 for the period of May 2020 through December 2021 were false. Respondent’s statements were false because Tenant R did not reside in Unit 3 or any other unit at 6318 N. Francisco.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 121 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 121, but he admits, upon information and belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 121, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

122. Respondent knew when he, or someone at his direction, submitted the ERAP application and supporting documentation to CDOH for Tenant R that the statements were false because Respondent was the owner and landlord for Unit 3 of 6318 N Francisco, and he knew that Tenant R was not the tenant that rented Unit 3 of 6318 N. Francisco or any other unit managed by Respondent.

**ANSWER:** Respondent denies the allegations contained in paragraph 122.

123. On or about January 9, 2022, Respondent, or someone at his direction, prepared and submitted an IRLPP application to IHDA on behalf of Tenant R purportedly renting Unit 3 of 6318 N. Francisco. The application was assigned Application ID number 983038. In the application, Respondent, or someone at his direction, alleged that Tenant R owed Respondent \$43,000 in past-due rent from May 2020 through December 2021. In connection with Application 983038, Respondent, or someone at his direction, prepared and submitted to IHDA a rent ledger which alleged that Tenant R had not paid \$2,150 in monthly rent from May 2020 through December 2021.

**ANSWER:** Respondent admits, upon information and belief, that on or about January 9, 2022, Mohammed Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted an IRLPP application to IHDA on behalf of Tenant R purportedly renting Unit 3 of 6318 N. Francisco. Respondent admits the allegations of the second sentence of paragraph 123 upon information and belief. Respondent admits, upon information and belief, that the application referred to in paragraph 123 stated that Tenant R owed Respondent \$43,000 in past-due rent from May 2020 through December 2021. Respondent admits, upon information and belief, that in connection with the application referred to in paragraph 123, Arshad, or a third party or parties actually or potentially associated with him, prepared and submitted to IHDA a rent ledger which alleged that Tenant R had not paid \$2,150 in monthly rent from May 2020 through December 2021. Respondent denies all remaining allegations contained in paragraph 123, including but not limited to any allegations to the effect that he himself prepared or submitted the materials referred to in paragraph 123, or that he knowingly directed Arshad, or any other person or entity, to prepare or submit those materials.

124. Respondent's statements in IRLPP application 958572 and the related rent ledger that Tenant R owed past-due rent of \$43,000 for the period of May 2020 through December 2021 were false. Respondent's statements were false because Tenant R did not reside in Unit 3 or any other unit at 6318 N. Francisco.

**ANSWER:** Respondent admits that the statements in the materials referred to in paragraph 124 were incorrect. Respondent does not now recall information relating to the remaining allegations contained in paragraph 124, but he admits, upon information and

belief, that records from that time would reflect that those allegations are correct. Respondent denies any and all remaining allegations contained in paragraph 124, including but not limited to any allegations to the effect that Respondent made any knowingly false statements or that he directed or caused any other person or entity to do so.

125. Respondent knew when he, or someone at his direction, submitted the ILRPP application and supporting documentation to IHDA for Tenant R that the statements were false because Respondent was the owner and landlord for Unit 3 of 6318 N Francisco, and he knew that Tenant R was not the tenant that rented Unit 3 of 6318 N. Francisco or any other unit managed by Respondent.

**ANSWER:** Respondent denies the allegations contained in paragraph 125.

S. Falsified Driver's Licenses and Utility Bills

126. Additionally, in May 2021, Respondent, or someone at his direction, created and submitted fake Illinois driver's licenses to IDHA in connection with the ILRPP applications identified in the table, below:

<b>Tenant</b>	<b>Application ID</b>	<b>Property</b>
Tenant S	80097	6318 N. Francisco, Studio
Tenant K	81288	6318 N. Francisco, Unit 1R
Tenant L	81294	6155 N. Springfield

**ANSWER:** Respondent denies that he created, or that he directed or caused any other person or entity to create, any fake Illinois driver's licenses at any time, including but not limited to those referred to in paragraph 126. Respondent denies that he

submitted, or that he directed or caused any other person or entity to submit, any fake Illinois driver's licenses to any person or entity at any time, including those referred to in paragraph 126. Respondent has insufficient knowledge upon which to base an admission or denial of any remaining allegations contained in paragraph 126, and he therefore denies the same.

127. The Illinois driver's licenses submitted to IHDA in connection with the ILRPP applications set forth in paragraph 137 [sic], above, were fake because the Illinois Secretary of State never issued driver's licenses to the purported tenant using the license numbers and other information listed on each of the fake driver's licenses.

**ANSWER:** Respondent has insufficient knowledge upon which to base an admission or denial of the allegations contained in paragraph 127, and he therefore denies the same.

128. Respondent knew when he, or someone at his direction, submitted the fake Illinois driver's licenses in connection with the ILRPP applications set forth in paragraph 137 [sic], above, to IHDA that those Illinois driver's licenses were fake. Respondent knew the Illinois driver's licenses submitted to IHDA were fake because he created, or directed someone to create, the fake driver's licenses in an attempt to prove that the purported tenants lived in the rental units of their respective ILRPP applications.

**ANSWER:** Respondent denies the allegations contained in paragraph 128, including but not limited to any allegations to the effect that he created or caused to be created any fake Illinois driver's licenses at any time; that he submitted or caused to be

submitted any fake Illinois driver’s licenses to any person or entity at any time; or that he had any knowledge of any fake Illinois driver’s licenses as alleged in paragraph 128.

129. Additionally, between May 2021 and January 2022, Respondent, or someone at his direction, created and submitted fake utility bills to IDHA and CDOH in connection with multiple ILRPP and ERAP applications. The fake utility bills were submitted with the applications identified in the table, below:

<b>Tenant</b>	<b>Application ID</b>	<b>Property</b>	<b>Utility Bills</b>
Tenant X	46076	6034 N. Fairfield Ave, FL 1	ComEd
Tenant T	47359	6034 N. Fairfield Ave, Apt 1R	People’s Gas
Tenant Z	57741	6318 N. Francisco, Apt 3	ComEd
Tenant I	58011	6155 N. Springfield Ave	ComEd
Tenant Y	58267	6318 N. Francisco, Apt 3R	ComEd
Tenant AA	58310	6318 N. Francisco, Apt 2R	ComEd
Tenant J	80047	6318 N Franscico Ave, Unit Bsmt	ComEd
Tenant BB	80065	6318 N. Francisco, Apt 2	People’s Gas
Tenant Y	80086	6318 N. Francisco, Apt 3R	ComEd
Tenant Z	81193	6318 N. Francisco, Apt 3	ComEd
Tenant J	81229	6318 N Franscico Ave, Unit Bsmt	ComEd
Tenant W	81357	6220 N. Springfield Ave	ComEd
Tenant V	81358	6034 N. Fairfield	ComEd
Tenant X	81360	6034 N. Fairfield, 1F	ComEd
Tenant T	81365	6034 N. Fairfield, 1R	ComEd
Tenant M	914935	6140 N. Kimball	ComEd
Tenant V	923696	6034 N. Fairfield Ave, Apt BSMT	ComEd
Tenant V	947486	6034 N. Fairfield Ave, Apt BSMT	ComEd

Tenant Y	958572	6318 N. Francisco, Apt 3	ComEd
Tenant T	963399	6220 N. Springfield Ave	ComEd
Tenant P	963633	6155 N. Springfield Ave	People's Gas
Tenant O	963991	6034 N. Fairfield Ave, Apt 2F	ComEd
Tenant G	975829	6034 N. Fairfield Ave, Garden Unit	ComEd
Tenant X	976370	6034 N. Fairfield Ave, Apt 1F	People's Gas
Tenant T	977217	6034 N. Fairfield Ave, Apt 1R	ComEd
Tenant E	979072	6034 N. Fairfield Ave, Apt 2R	ComEd
Tenant Q	979621	6318 N. Francisco, Unit GDN	People's Gas
Tenant N	982577	6318 N. Francisco, Apt 2	People's Gas
Tenant Y	983038	6318 N. Francisco, Apt 3	ComEd

**ANSWER:** Respondent denies that he created, or that he directed or caused any other person or entity to create, any fake utility bills at any time, including but not limited to those referred to in paragraph 129. Respondent denies that he submitted, or that he directed or caused any other person or entity to submit, any fake utility bills to any person or entity at any time, including those referred to in paragraph 129. Respondent has insufficient knowledge upon which to base an admission or denial of any remaining allegations contained in paragraph 129, and he therefore denies the same.

130. The utility bills submitted to IHDA in connection with the ILRPP applications set forth in paragraph 140 [sic], above, were fake because ComEd and People's Gas did not have utility accounts for those purported tenants using the account numbers and service addresses listed on each of the utility bills.

**ANSWER:** Respondent has insufficient knowledge upon which to base an admission or denial of the allegations contained in paragraph 130, and he therefore denies the same.

131. Respondent knew when he, or someone at his direction, submitted the utility bills with the ILRPP and ERAP applications set forth in paragraph 140 [sic], above, to IHDA and CDOH that those utility bills were fake. Respondent knew the utility bills submitted to IHDA and CDOH were fake because he created, or directed someone to create, the fake utility bills in an attempt to prove that the purported tenants lived in the rental units of their respective ILRPP applications.

**ANSWER:** Respondent denies the allegations contained in paragraph 131, including but not limited to any allegations to the effect that he created or caused to be created any fake utility bills at any time; that he submitted or caused to be submitted any fake utility bills licenses to any person or entity at any time; or that he had any knowledge of any fake utility bills licenses as alleged in paragraph 131.

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

- a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by conduct including preparing and submitting at least 57 false applications for rental assistance to IHDA and CDOH, submitting three fake driver's licenses in connection with three applications for rental assistance to IHDA, and submitting 32 fake utility bills in connection with applications for rental assistance to IHDA and CDOH, in violation of Rule



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

In the Matter of:

ILYAS ASMAL LAKADA,  
  
Attorney-Respondent,  
  
No. 6309500.

Comm. No. 2026PR00042

**AFFIDAVIT PURSUANT TO 735 ILCS 5/2-610(b)**

Ilyas A. Lakada, an attorney, under penalties as provided by law pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, on oath deposes and states:

1. That he is the Respondent in this matter.
2. That this answer contains certain statements of insufficient knowledge on which to base a belief as to the truth or falsity of the allegations contained in the complaint.
3. That those allegations of insufficient knowledge are true and correct.

**FURTHER AFFIANT SAYETH NAUGHT.**

/s/

Ilyas A. Lakada

Respondent

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

In the Matter of:

ILYAS ASMAL LAKADA,  
  
Attorney-Respondent,  
  
No. 6309500.

Comm. No. 2026PR00042

NOTICE OF FILING

TO: Richard Gleason  
[rgleason@iardc.org](mailto:rgleason@iardc.org)

ARDC eService  
[ARDCeService@iardc.org](mailto:ARDCeService@iardc.org)

PLEASE TAKE NOTICE that on July 9, 2026, I filed the attached Answer with the Clerk of the Attorney Registration and Disciplinary Commission, copies of which are hereby served upon you.

/s/ James A. Doppke, Jr.

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BY: James A. Doppke, Jr.  
Counsel for Respondent

PROOF OF SERVICE

The undersigned attorney hereby certifies that he served the above Notice of Filing, and the attached Answer, by emailing them to the email addresses listed above on July 9, 2026, before 11:59 p.m.

/s/ James A. Doppke, Jr.

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James A. Doppke, Jr.

James A. Doppke, Jr.  
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FILED  
7/9/2026 5:07 PM  
ARDC Clerk