

**In re David William Lawler**  
Attorney-Respondent

Commission No. 2024PR00077

**Synopsis of Hearing Board Report and Recommendation**  
(March 2026)

The Administrator charged Respondent with knowingly assisting another attorney to violate the Rules, committing a criminal act that reflects adversely on his fitness as a lawyer, and engaging in dishonest conduct by participating in three loan transactions that he knew to be fraudulent, in violation of Rules 8.4(a), 8.4(b), and 8.4(c). Based on Respondent's admissions and the evidence, the Hearing Board found that the Administrator proved by clear and convincing evidence that he violated these Rules as charged. The Hearing Board recommended that Respondent be suspended for five months due to his Rule violations, the aggravating and mitigating factors, and relevant case law.

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

In the Matter of:

**DAVID WILLIAM LAWLER,**

Attorney-Respondent,

No. 6303793.

Commission No. 2024PR00077

**REPORT AND RECOMMENDATION OF THE HEARING BOARD**

SUMMARY OF THE REPORT

This matter arose from Respondent's participation in three fraudulent real estate transactions, including one with another attorney. He claimed ignorance of the fraud, but the Hearing Board did not find his testimony credible. The Hearing Board found that Respondent violated Rules 8.4(a), 8.4(b), and 8.4(c) by knowingly assisting another attorney to violate the Rules, committing a criminal act that reflects adversely on his fitness as a lawyer, and engaging in dishonest conduct. In mitigation, Respondent had no prior discipline, was not the principal architect of the scheme, caused no actual harm to the bank, served his community, and presented some evidence of cooperation and good character. In aggravation, Respondent engaged in a pattern of dishonesty and criminal conduct, acted knowingly and with a self-serving motive, created an undue risk of harm to the bank, and failed to genuinely express remorse or accept responsibility. For these reasons, the Hearing Board recommended that Respondent be suspended for five months.

INTRODUCTION

The hearing in this matter was held on October 22, 2025, at the Springfield office of the Attorney Registration and Disciplinary Commission (ARDC) before a panel of the Hearing Board

**FILED**

March 17, 2026

**ARDC CLERK**

consisting of Mark T. Peters, Chair, Joanna Belle Gunderson, and Tiffany Pryor-Wallace. Rachel C. Miller represented the Administrator. Respondent was present and was represented by James A. Doppke, Jr.

### PLEADINGS AND MISCONDUCT ALLEGED

On December 16, 2024, the Administrator filed a three-count Complaint charging Respondent with knowingly assisting another lawyer to violate the Illinois Rules of Professional Conduct (2010); committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness in other respects; and engaging in dishonest conduct, in violation of Rules 8.4(a), 8.4(b), and 8.4(c), respectively. On March 11, 2025, Respondent filed an Answer in which he admitted some factual allegations, denied some factual allegations, and neither admitted nor denied the alleged misconduct.

### EVIDENCE

The Administrator called one witness, and Administrator's Exhibits 2, 6, and 7 were admitted into evidence. (Tr. 80). Respondent testified and called an additional witness, and Respondent's Exhibits 1-19 were admitted into evidence. (Tr. 9-11).<sup>1</sup>

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Administrator bears the burden of proving the charges of misconduct by clear and convincing evidence. In re Thomas, 2012 IL 113035, ¶ 56. Clear and convincing evidence constitutes a high level of certainty, which is greater than a preponderance of the evidence but less stringent than proof beyond a reasonable doubt. People v. Williams, 143 Ill. 2d 477, 484-85, 577 N.E.2d 762 (1991). The Hearing Board assesses witness credibility, resolves conflicting testimony, makes factual findings, and determines whether the Administrator met the burden of proof. In re Winthrop, 219 Ill. 2d 526, 542-43, 848 N.E.2d 961 (2006).

**Respondent is charged with knowingly assisting another attorney to violate the Rules, committing a criminal act that reflects adversely on his fitness as a lawyer, and engaging in dishonest conduct by participating in three loan transactions that he knew to be fraudulent, in violation of Rules 8.4(a), 8.4(b), and 8.4(c).**

A. Summary

We find that the Administrator proved by clear and convincing evidence that Respondent knowingly participated in three fraudulent loan transactions, including one with a fellow lawyer. Respondent engaged in dishonest criminal acts and assisted another attorney in doing the same. Therefore, we find that his conduct violated Rules 8.4(a), 8.4(b), and 8.4(c).

B. Admitted Facts and Evidence Considered

Respondent had been an assistant state's attorney in Williamson County from 2010 until 2012, when he joined a private firm. He initially handled criminal defense and civil cases, but he has practiced almost exclusively criminal defense since 2016. (Tr. 82-84, 123).

In December 2021, Respondent and his friend Justin Maze formed Lawler and Maze Properties, LLC ("Lawler & Maze") as equal partners to purchase and manage commercial and residential rental properties together. (Ans. at par. 1; Tr. 86, 107, 131; Adm. Ex. 2 at 2). This matter arose from Lawler & Maze's financing and purchase of 12 properties between March and November 2022 from three sellers: Brandon Zanotti's company Results Home Buyers 2 ("Results"); Steven Fowler; and Nathan Pierce. (Tr. 230-31).

Around March 2022, Williamson County State's Attorney Zanotti approached Maze and offered to sell some rental properties. Maze handled all of the negotiations because he and Zanotti were closer friends and because Respondent, as a criminal defense attorney, limited his personal interactions with the state's attorney. Lawler & Maze agreed to buy seven properties from Results. (Ans. at pars. 1, 3; Tr. 132-33, 206-207, 210-12). Meanwhile, Fowler heard that Lawler & Maze was buying real estate and offered to sell four of his commercial properties. Then Fowler's son-

in-law Pierce offered to sell one residential property. (Ans. at pars. 12, 20; Tr. 143-44). Maze also handled these negotiations without Respondent because of Maze’s existing relationship with Fowler. (Tr. 144-45, 219, 223).

Zanotti directed Maze to Steven Cook, the president of SouthernTrust Bank, who facilitated the financing of all three real estate purchases. (Ans. at pars. 4, 15, 21; Tr. 104, 213). The bank and Zanotti prepared the documents that Respondent and Maze signed at the closings in August and November 2022. (Tr. 183, 187, 193, 218, 221). These documents falsely stated that Lawler & Maze paid 20% through a cash down payment or seller financing while the bank loaned 80% of the properties’ value. In actuality, the purchases were fully covered by the loans with no contribution from Lawler & Maze, as summarized in the table below. (Tr. 72-76, 90, 114, 182, 235-38).

<b>Seller</b>	<b>Closing Date</b>	<b>Number of Properties</b>	<b>Purported Purchase Price</b>	<b>Purported Cash Down Payment or Seller Financing Amount</b>	<b>Actual Loan Amount</b>	<b>Actual Purchase Price</b>
Results Home Buyers 2 (Brandon Zanotti)	08/12/22	7	\$545,152	\$109,030	\$436,122	\$436,122
Steven Fowler	08/12/22	4	\$413,000	\$82,600 or \$81,631.76	\$330,400	\$330,400
Nathan Pierce	11/17/22	1	\$107,500	\$21,754.04	\$86,000	\$85,745.96

Respondent admitted that the bank loaned Lawler & Maze the amounts listed in the table, which were correctly reflected in the closing documents he signed. (Ans. at par. 21; Tr. 134-42, 145, 160-61; Adm. Exs. 6-7; Resp. Exs. 1-4, 6-12, 15-17). He also admitted to signing documents

with the purported purchase prices and cash down payment or seller financing amounts listed in the table. (Ans. at pars. 7, 15, 21; Tr. 92-99, 161-62; Adm. Exs. 6-7). However, Respondent testified that his understanding of those terms did not match what the documents said in the Results and Fowler transactions. At those closings, Respondent thought the total purchase price matched the loan amount. He claimed he was unaware of the erroneous purported figures because no one mentioned them to him, and he only glanced over the documents before signing them. (Tr. 92-93, 134-42, 145-53, 171-72, 183-85).

As for the Pierce transaction, Respondent testified that he did not carefully review the documents he signed at the closing, but he believed at the time that they contained accurate information, including the \$107,500 purchase price, with approximately \$21,500 from Lawler & Maze and \$86,000 from the loan. (Ans. at par. 21; Tr. 97-100, 115-18, 160-64, 170, 178-80; Adm. Ex. 7; Resp. Exs. 14-17). Respondent's Answer stated that "the purchase price was later reduced to \$85,745.96," but he did not address how that occurred. (Ans. at par. 20).

Ten days before the Pierce closing, Cook emailed Respondent and Maze to ask how they were "handling the down payment/equity piece." Cook stated the bank could loan 80% of the purchase price, up to a maximum of \$68,880. Respondent replied, "We can do cash. I will get with [Maze] to make sure we have enough cash in our Lawler Maze Properties Account and you can just pull from there." (Resp. Ex. 13). Cook's emails did not identify the purchase price or the amount of cash owed, but Respondent testified that he calculated Lawler & Maze's cash portion to be approximately \$21,000 based on the 80% loaned by the bank. (Tr. 156-59, 188-89, 197-98; Resp. Ex. 13). Administrator's counsel pointed out that the difference between Cook's stated maximum loan amount of \$68,880 and Respondent's understood purchase price of \$107,500 was \$38,610 – substantially more than the \$21,000 he expected his company to contribute. Respondent

claimed that this did not raise a red flag at that time because he was not paying attention to the numbers, and Maze was the primary negotiator. (Tr. 197-98).

As for the approximately \$21,000, Respondent testified that he was unsure how it would be paid. He variously explained that he thought it had already been paid by Maze, would be paid over time through seller or bank financing terms that Maze negotiated, or would be paid at the closing by a withdrawal from the Lawler & Maze bank account or by cash brought by Respondent and Maze. (Tr. 99, 156-64, 180). Respondent did not think Lawler & Maze's bank account had at least \$21,000 at the closing, but he did not verify the balance or talk with Maze about their payment method beforehand. (Tr. 162-63, 179, 192, 196). Instead, he brought his personal checkbook, which had sufficient funds, and the Lawler & Maze checkbook. (Tr. 192, 195-96). Yet Respondent testified that he knew from prior experience that a cashier's check, not a personal check, is required at closings. (Tr. 190-92). He did not provide any funds, sign a promissory note, or ask anyone about Lawler & Maze's payment at the closing, which he attended without Maze. (Tr. 177-80, 189-90, 195). Respondent expected to repay his half later but did not discuss it with Maze in the following four weeks, until the FBI began questioning Respondent about these transactions. (Tr. 161-64, 190).

Respondent testified that he did not find it odd that the bank loaned his company a total of \$854,430 with no money down or, according to his belief at that time, a down payment of just \$7,931. (Tr. 100-101, 174-77). He explained his understanding that the houses had been appraised so highly that they had 20% equity "already built in," so the bank could loan 80% of the value. (Tr. 101-102). Moreover, he "had every reason to trust everyone that was involved," as Cook, Zanotti, and Maze were experienced professionals who had outstanding reputations in the community. (Tr. 103-105, 132-33, 156).

Respondent testified that he had no intention to mislead SouthernTrust Bank or anyone involved in these three transactions when he signed the documents. There were dozens of documents, which he saw for the first time at the closing, and no one went through the terms of the transactions with him. Respondent testified that he just glanced at the amounts and signature lines before signing. He primarily paid attention to signatures and sometimes did not look at the amounts at all. The whole process took minutes to complete. Respondent testified that he would have stopped the transactions if he had seen the false information. (Tr. 152-53, 163-64, 171-74, 183-85, 193-95).

Executive Assistant United States Attorney Hal Goldsmith investigated these three real estate transactions and prosecuted the related criminal matters. (Tr. 52). He testified that Zanotti and Cook pled guilty to violating 18 U.S.C. § 1005 for aiding and abetting false entry in bank records. (Tr. 54-56). Even though there was “readily provable criminal conduct” by Respondent and Maze, the U.S. Attorney’s office offered them pretrial diversion after reviewing factors including their criminal history, their role in the crime, and the absence of monetary loss to the victim. (Tr. 56-58, 63, 68).

Goldsmith testified that the Department of Justice’s policy allows for deferred prosecution of an individual who acknowledges and accepts responsibility for his or her criminal conduct, stipulates to facts supporting the admission of guilt, and signs an agreement with that admission and certain conditions. If the individual violates those conditions during a probationary period, the U.S. Attorney can resume prosecution. Then, if the defendant claims at trial that he or she did not commit a crime or had not admitted it, the U.S. Attorney can impeach the defendant using the pretrial diversion agreement. Goldsmith stated that the U.S. Attorney would never offer diversion if the individual did not admit to the underlying crime in the agreement. (Tr. 57-61).

In June 2024, Respondent signed a pretrial diversion agreement stating that he “knowingly aided and abetted the crimes of making one or more false entries in the books and records of SouthernTrust Bank in violation of Title 18, United States Code, Section 1005.” (Ans. at par. 2; Adm. Ex. 2 at 2). The agreed facts included:

From on or about March 26, 2022, and continuing through on or about November 17, 2022, Lawler and Maze, through their company and aided and abetted by one or more other individuals including Brandon Zanotti and Steven Cook, knowingly signed commercial real estate loan documents relative to three separate real estate purchases which contained materially false statements. As a result, one or more false entries were made in the books, reports, or records of SouthernTrust Bank in relation to the three separate commercial real estate loans to Lawler and Maze Properties, LLC.

(Adm. Ex. 2 at 2). Goldsmith testified that this fact summary was “a clear admission” of Respondent’s criminal conduct. Goldsmith explained that Respondent “had to admit the elements of the criminal conduct, and so that’s why the word ‘knowingly’ is there, meaning he knew what he was doing and he intended to do it” when the transactions occurred. (Tr. 65-68).

In contrast, Respondent testified that he agreed that he “knowingly signed the documents, and the documents did contain false information, but [he] did not know at the time that they contained false information.” (Tr. 89-93). Respondent claimed that he was negligent in not reviewing the documents more carefully, but he did not commit a crime because he lacked the requisite knowledge. (Tr. 108-109, 114, 166-67, 180-82). He testified that, even though he believed his pretrial diversion agreement falsely stated that he “knowingly signed commercial real estate loan documents relative to three separate real estate purchases which contained materially false statements,” he still entered into the agreement. (Tr. 185-87). Respondent explained that he did so because the agreement provided closure and “100 percent certainty to me, my family, to my firm, and to my clients that I would not have to face the embarrassment and negative publicity of facing false accusations from the United States of America.” (Tr. 109-13).

Maze testified generally consistently with Respondent. Like Respondent, Maze claimed he was unaware of the false purchase price, down payment, and seller financing terms when he signed the documents, and he had no intent to defraud anyone. (Tr. 206-27, 231-32, 239-45). Maze's pre-trial diversion agreement admitted that he engaged in the same criminal conduct as Respondent and that Maze knew it was wrong at that time. Maze testified that he, too, signed the agreement to avoid prosecution, even though he did not commit a crime because he lacked knowledge of wrongdoing during the three transactions. (Tr. 233-38).

Both Respondent and Maze testified that Maze primarily negotiated and communicated with the sellers and the bank. (Tr. 103-105, 133, 144-45, 154-56, 162-63, 198, 210-27, 239-45). Maze did not discuss the negotiations or any down payment terms with Respondent. (Tr. 215-16, 220, 226, 242-45). Respondent testified that the email exchange in November 2022 was his first significant communication with Cook regarding any of the transactions. (Tr. 155).

Respondent testified that he was "not a real estate expert" and "relied on [Maze's] understanding that all of the financial stuff would add up" because of Maze's "superior accounting skills and understanding of finance." (Tr. 117-18, 176, 144). Maze testified that he had an accounting degree but had not worked as an accountant. Nor had Maze been a landlord, and the Results purchase was his first major real estate transaction outside of buying his own home. (Tr. 208-209, 216). Respondent has been a landlord since 2015, when he formed another company, purchased three single-family homes, and began renting those homes along with a house he bought in 2010. (Tr. 87). Additionally, prior to the events at issue, he had purchased his current residence and was involved in acquiring a half-million-dollar commercial property through his law firm's real estate holding company. (Tr. 87-88, 118-19).

### C. Analysis and Conclusions

Rule 8.4(a) prohibits violating the Rules of Professional Conduct or knowingly assisting or inducing another to do so. Ill. R. Prof'l Cond. R. 8.4(a). The Administrator charged Respondent with violating this Rule by knowingly assisting another attorney, Brandon Zanotti, in obtaining a commercial real estate loan based on false documents. Rule 8.4(b) prohibits committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects. *Id.* at R. 8.4(b). Rule 8.4(c) prohibits conduct involving dishonesty, fraud, deceit, or misrepresentation. *Id.* at R. 8.4(c). The Administrator charged Respondent with violating the latter two Rules by engaging in the three fraudulent loan transactions.

The key question is whether, at the time Respondent signed the closing documents, he knew they contained false information. It is undisputed that the Results and Fowler documents inflated the purchase price and incorrectly stated that Lawler & Maze contributed 20% through a cash down payment. Respondent testified that he was unaware of these errors and the scheme to defraud the bank into approving loans to his company. As for the Pierce transaction, Respondent claimed that the terms on paper were correct at the closing, but the purchase price was later reduced by 20%, thereby eliminating Lawler & Maze's contribution and leaving only the bank loan.

We do not find Respondent's explanations credible. He attempted to portray himself as an inexperienced silent partner who signed off on over \$850,000 of real estate purchases and loans based on his blind trust of the others involved. Maze may have led the negotiations, but Respondent had far more experience as a real estate investor. As of 2022, Respondent had already closed on six other properties and had been a landlord for seven years. He would have understood the importance of verifying that the closing documents contained, at a minimum, the correct purchase price and financing amounts. We find it beyond belief that even a cursory review would not have revealed at least one of the "errors" in the dozens of documents Respondent signed at three separate

closings. Rather, we find that Respondent was aware of the false terms and feigned ignorance of the fraudulent scheme.

We find that Respondent made other knowingly false statements, which further undermined his credibility. He changed his story several times about the approximately \$21,000 owed to Pierce. Respondent said the funds may have been paid by Maze or would be paid through financing terms that Maze negotiated. Yet Respondent never spoke with Maze before, at, or within four weeks after the closing about how he would pay his half. Then Respondent said the funds would be paid at the closing, per his email to Cook. After admitting he knew the Lawler & Maze account lacked sufficient funds, he said he brought his personal checkbook, despite knowing that closings require a cashier's check, not a personal check. Finally, Respondent claimed the \$107,500 purchase price was later reduced to \$85,745.96 so no seller financing was needed. Yet Cook's pre-closing email stated the maximum loan amount was \$68,880 or 80% of the sale price. We find no coincidence that \$68,880 is 80% of \$85,745.96. We do not believe Respondent's shifting explanations for his conduct, but rather we find that he knew all along that Lawler & Maze was buying the Pierce property for \$85,745.96 with no contribution beyond the bank loan.

In addition, Respondent claimed that, despite the language and terms included in his pretrial diversion agreement, he did not admit that he knowingly engaged in criminal activity. We find it unbelievable that a former prosecutor and current criminal defense attorney with then-14 years' experience would misunderstand the plain language of "knowingly aided and abetted the crimes" and "knowingly signed commercial real estate documents ... which contained materially false statements." We find highly credible Goldsmith's testimony that the U.S. Attorney's Office would not offer pretrial diversion if the individual did not admit guilt in his agreement, which is essential to the bargain. Plea agreements serve an analogous purpose for defendants who have been

criminally charged. The Court rejected another attorney's argument that he did not commit a crime and only pled guilty to avoid trial:

[Ciardelli] took advantage of whatever benefits may have been forthcoming from his guilty plea by way of a bargained-for sentence or leniency extended by the court in the criminal case. He cannot now repudiate the admissions of his plea and be permitted to say that he should here be given further consideration because he really did not admit the allegations in the information but was only 'technically' guilty of a crime.

In re Ciardelli, 118 Ill. 2d 233, 240-41, 514 N.E.2d 1006 (1987). We find that Respondent's pretrial diversion agreement constitutes an admission of his knowing criminal conduct in the three transactions. Respondent cannot have it both ways by accepting the benefits of his agreement while avoiding its consequences.

Respondent also testified that he signed the pretrial diversion agreement even though he was falsely admitting to a crime he did not commit because he wanted to avoid the reputational damage of a prosecution and the possibility of a wrongful conviction. By attempting to maintain his innocence, Respondent admitted that he knowingly made a false statement when he signed the pretrial diversion agreement. Even if we believed that Respondent was not guilty, we are troubled that he was willing to lie in order to achieve his desired outcome. We do not consider this act of dishonesty as part of the misconduct in this case, as it was not charged in the Complaint. In re Chandler, 161 Ill. 2d 459, 470, 641 N.E.2d 473 (1994). However, it further supports our overall finding that his testimony was not credible.

Respondent argued that, to be culpable, an aider and abettor must have known someone was going to commit a crime and must have had the same intent when acting in furtherance of that crime. U.S. v. Barclay, 560 F.2d 812, 816-17 (7th Cir. 1977); U.S. v. Loder, 23 F.3d 586, 590-91 (1st Cir. 1994); U.S. v. Bryant, 461 F.2d 912, 921 (6th Cir. 1972). In accordance with this definition, we find that Respondent knew he was signing false documents in order to deceive the

bank into approving his company's loans, which is dishonest criminal conduct. We also find that Respondent's participation aided attorney Zanotti in furtherance of the fraudulent scheme. The undisputed evidence showed that Zanotti approached Maze about buying properties, directed Maze to Cook for the financing, and prepared some of the documents that Respondent and Maze signed. As an equal partner in Lawler & Maze and a signatory on behalf of the company, Respondent was essential to this transaction. Zanotti played a greater role, but Respondent willingly aided him in realizing the scheme.

For all of these reasons, we find that Respondent knowingly assisted another lawyer to violate the Rules; engaged in a criminal act that reflects adversely on his honesty, trustworthiness, or fitness as a lawyer in other respects; and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation. We find that the Administrator proved by clear and convincing evidence that Respondent violated Rules 8.4(a), 8.4(b), and 8.4(c).

#### EVIDENCE OFFERED IN MITIGATION AND AGGRAVATION

##### Aggravation

Goldsmith testified that Respondent and Maze benefitted from defrauding the bank by obtaining these properties through loans that the bank would not have approved if the applications had stated the actual terms, including the lack of a cash down payment. Zanotti, Fowler, and Pierce benefitted by selling their properties and, in turn, receiving the bank loan proceeds. Cook benefitted by making loans for SouthernTrust Bank, which was part of his job as the bank's president. (Tr. 71-76).

##### Mitigation

Respondent described his failure to carefully review the closing documents, ask more questions, and do due diligence as "a terrible mistake" in hindsight. (Tr. 100). He acknowledged

that it is important to read what he signs and accepted responsibility for not thoroughly reviewing the documents in these transactions. (Tr. 104-105, 117, 120-21, 149, 170, 184).

Respondent testified that he was “[a] hundred percent” cooperative with the FBI “throughout the entire process.” He answered the agents’ questions on several occasions, provided his documents and communications with Zanotti and Cook, and gave a recorded statement to the agents and Goldsmith. (Tr. 165).

Respondent’s prosecution was deferred for 18 months so he could complete the conditions of his pretrial diversion agreement, including making timely loan payments. (Ans. at par. 2). Respondent testified that Lawler & Maze still owns the 12 properties purchased in 2022 and has never missed or been late on a mortgage payment. (Tr. 167). Goldsmith affirmed that SouthernTrust Bank suffered no financial loss from these transactions because Lawler & Maze is repaying the loans, in compliance with Respondent’s pretrial diversion agreement. (Tr. 73-74).

Retired Judge John Speroni has known Respondent since he appeared before the judge as an assistant state’s attorney in 2010, and they are currently opposing counsel in a criminal matter. (Resp. Ex. 18 at 6-10). Speroni testified, “I trust him because I’ve never had any indication, personally in my dealings with him, that he can’t be trusted.” (Resp. Ex. 18 at 10, 14). He was unaware of Respondent’s reputation for truthfulness but thought Respondent had good character when he supported Respondent’s judicial candidacy in 2018 or 2020. (Resp. Ex. 18 at 10-12).

Marion Mayor Michael Absher has known Respondent since 2017 or 2018 from the Marion community. He knew that Respondent volunteered in various organizations, including on the board of Court Appointed Special Advocates (“CASA”). (Resp. Ex. 19 at 6-7). Respondent was highly regarded by the community when he ran for office in 2018, but his reputation for honesty was damaged by the news of his involvement in the transactions at issue. Absher personally trusts

Respondent, but he was surprised and disappointed to hear of Respondent's conduct. (Resp. Ex. 19 at 7-12).

Respondent testified that he currently volunteers as a coach and board member for the Marion youth recreational soccer league. He previously served on the boards of CASA, Marion Carnegie Library, and Food Works, a non-profit organization supporting local farmers. He also organized fundraisers for CASA and the Boys and Girls Club of America. (Tr. 125-29).

#### Prior Discipline

Respondent has been licensed to practice law in Illinois since 2010 and has no prior discipline.

### RECOMMENDATION

#### A. Summary

Based on the proven misconduct, mitigating factors, and substantial aggravating factors, the Hearing Board recommends that Respondent be suspended for five months.

#### B. Analysis

The purpose of the disciplinary process is not to punish attorneys, but to protect the public, maintain the integrity of the legal profession, and safeguard the administration of justice from reproach. In re Edmonds, 2014 IL 117696, ¶ 90. When recommending discipline, we consider the nature of the misconduct and any factors in mitigation and aggravation. In re Gorecki, 208 Ill. 2d 350, 360-61, 802 N.E.2d 1194 (2003). We seek to recommend similar sanctions for similar types of misconduct, but we must decide each case on its own unique facts. Edmonds, 2014 IL 117696, ¶ 90.

The misconduct in this case is "serious because of its dishonest nature. Honesty is an important element of good moral character and general fitness to practice law." In re Jacobson,

2022PR00038, M.R. 032292 (Sept. 20, 2024) (Hearing Bd. at 19) (citing In re Polito, 132 Ill. 2d 294, 303, 547 N.E.2d 465 (1989)). There are some mitigating factors, but we find them to be outweighed by the substantial aggravating factors.

In mitigation, Respondent has practiced law for over 15 years without prior discipline. In re Witt, 145 Ill. 2d 380, 403, 583 N.E.2d 526 (1991). He was not the principal architect of the fraudulent scheme, and the bank suffered no financial loss from these transactions. In re Chandler, 161 Ill. 2d 459, 475-77, 641 N.E.2d 473 (1994). Respondent fully cooperated in the criminal investigation and in the pre-hearing stages of this proceeding, and he attended his disciplinary hearing.<sup>2</sup> In re Gordon, 122 Ill. 2d 540, 546, 524 N.E.2d 547 (1988). Character witnesses affirmed his history of community service, but we found their testimony to be otherwise minimally impactful. Id. They expressed lukewarm opinions of Respondent's present character, finding him to be trustworthy from their personal experiences but acknowledging that his involvement in the scheme damaged his reputation for honesty.

We find substantially aggravating that Respondent demonstrated a pattern of dishonesty that began with the three fraudulent transactions in 2022, continued with an admittedly false statement in his pretrial diversion agreement in 2024, and persisted with his lack of candor before the Hearing Board in 2025. Respondent has revealed his willingness to act dishonestly when it advantages him. This is a serious aggravating factor that merits more severe discipline to impress upon Respondent the need to change his behavior in order to protect the public and the integrity of the profession. In re Stillo, 68 Ill. 2d 49, 55, 368 N.E.2d 897 (1977); Jacobson, 2022PR00038 (Hearing Bd. at 19-21).

In additional aggravation, Respondent acted knowingly and with a self-serving motive to obtain investment properties for his own financial gain. In re Howard, 69 Ill. 2d 343, 354, 372

N.E.2d 371 (1977). He engaged in a pattern of criminal conduct by repeating the fraud in three transactions over the course of several months. In re Samuels, 126 Ill. 2d 509, 531, 535 N.E.2d 808 (1989). Although the bank was not harmed, it would not have approved these loans based on the actual down payment terms, so the scheme created an undue risk of financial loss for the bank. In re Saladino, 71 Ill. 2d 263, 276, 375 N.E.2d 102 (1978). Moreover, we observed no genuine expression of remorse or acceptance of responsibility from Respondent. In re Lewis, 138 Ill. 2d 310, 347-48, 562 N.E.2d 198 (1990). Respondent said he regretted not reading the documents more carefully, but we find this testimony to be disingenuous when his conduct was intentional, not negligent.

As for the recommended sanction, the Administrator requested a three-year suspension. She cited cases resulting in three-year suspensions for attorneys who acted dishonestly, some of whom were convicted criminally. In re Belconis, 2019PR00058, M.R. 031823 (Sept. 21, 2023); In re Khan, 2012PR00131, M.R. 25990 (May 22, 2013); In re Skolnick, 00 CH 92, M.R. 17529 (June 29, 2001). In contrast, Respondent requested dismissal of the charges or, if misconduct were found, a reprimand or censure. He cited cases where attorneys were reprimanded or censured for dishonest conduct, including aiding and abetting a financial crime in one case. In re Word, 09 CH 84, M.R. 24013 (Sept. 22, 2010); In re Dean, 09 CH 52; In re Pietrzak, 92 CH 444, M.R. 9458 (Jan. 25, 1994); In re Stern, 124 Ill. 2d 310, 529 N.E.2d 562 (1988).

The gap between the parties' cited cases demonstrates the wide range of sanctions that may apply to misconduct involving dishonesty. That is why we must consider the specific facts of each case and tailor a sanction recommendation to those unique circumstances. We find the parties' cited cases to be distinguishable based on the egregiousness of the misconduct and the amount of

mitigation and aggravation. On balance, and in accordance with our own research, we recommend that Respondent be suspended for five months.

First, we address the Administrator's cited cases. Belconis was convicted of mail fraud, wire fraud, and three counts of making false statements for helping real estate developers facilitate mortgage applications with false down payment and occupancy terms. Belconis, 2019PR00058 (Review Bd. at 3-5). Although he was not the principal architect of the scheme, he represented the buyers in 94 closings and used the title company he owned in 19 other closings during two years. Id. at 3-4. The victims lost \$16 million, and he was ordered to pay \$190,485 in restitution. Id. (Hearing Bd. at 4). Belconis's misconduct was more egregious and aggravated than Respondent's because Belconis participated in more fraudulent transactions over a longer period of time, was convicted for his crimes, and caused substantial monetary damages.

Khan agreed with a mortgage loan officer's plan to defraud a bank by using a false power of attorney and selling a property above its appraised value. Khan, 2012PR00131 (Petition for Discipline on Consent at 1-2). She also suggested backdating the power of attorney and making other false statements so the transaction would go through. Id. at 3. Unlike Respondent, Khan contributed her own ideas to further the scheme and was convicted of wire fraud. Id. at 3-4.

Skolnick grossly misrepresented his financial condition to six lenders over the course of a year, resulting in his receipt of \$35,000 in new funds and his renewal of \$140,000 in existing loans. Skolnick, 00 CH 92 (Petition to Impose Discipline on Consent at 2-4). His conduct occurred in more transactions and over more time than Respondent's. In addition, both Skolnick and Khan were disciplined on consent, whereas this is a contested matter. For all of these reasons, we believe a three-year suspension would be excessive here.

Next, we address Respondent's cited cases. Pietrzak pled guilty to knowingly and willfully aiding and abetting misappropriation of up to \$100 of savings and loan association funds by applying for a loan based on false assets. Pietrzak, 92 CH 444 (Hearing Bd. at 2-4). At the time of the misconduct, he had been licensed for only 11 months and was manipulated by his attorney mentor, who orchestrated the scheme. Pietrzak's alcoholism was another mitigating factor. Id. at 3-6, 12. These facts are distinguishable, as Respondent was an experienced attorney who acted knowingly and without the same influences and impairments as Pietrzak.

Respondent's other cited cases involved single incidents that were deceitful but not criminal. Stern prepared a backdated letter that was used in court, Dean backdated and improperly notarized a deed for clients, and Word misrepresented his authority to act on a property owner's behalf. Stern, 124 Ill. 2d at 315-16; Dean, 09 CH 52 (Joint Motion for Imposition of a Reprimand at 1); Word, 09 CH 84 (Petition to Impose Discipline on Consent at 1). These cases involved more mitigation, including that none of the attorneys ultimately benefited from their misconduct. Stern, 124 Ill. 2d at 316; Dean, 09 CH 52 (Joint Motion for Imposition of a Reprimand at 2); Word, 09 CH 84 (Petition to Impose Discipline on Consent at 9). Stern and Dean had no aggravating factors, and Word's aggravation arose from his failure to realize that he was being tricked by an imposter. Stern, 124 Ill. 2d at 315-16; Dean, 09 CH 52; Word, 09 CH 84 (Petition to Impose Discipline on Consent at 8-9). We find these cases inapposite because the attorneys' misconduct was far less egregious and aggravated.

Rather, our research revealed another case which we find more applicable. Two attorneys were suspended for five months after pleading guilty to aiding and abetting a fraudulent mortgage scheme in a personal real estate investment. In re Gabriele and Villadonga, 89 CH 469, M.R. 8236 (Mar. 20, 1992) (Review Bd. at 1, 3). A fellow investor and bank representatives devised a plan to

obtain funding for their struggling condominium project by finding buyers who would apply for mortgages based on false terms. Everyone involved knew that the actual purchase price was inflated on paper using a fictitious seller credit and buyer down payment. Gabriele and Villadonga agreed to the plan, recruited three buyers, and procured the false applications. *Id.* at 5-6. Respondent's misconduct also involved three loan transactions with similar false down payment terms.

The Review Board found mitigating that "the criminal acts committed by [Gabriele and Villadonga] involved facilitating a scheme that they neither conceived nor disguised from the purchasers." *Id.* at 9. Likewise, Respondent went along with but did not come up with the false loan terms, and, at least with the Results transaction, the seller, buyer, and bank representative were all in on the fraudulent plan. Like Gabriele and Villadonga, Respondent had no prior misconduct, presented favorable character evidence, and served his community. *Id.* at 8. However, unlike Gabriele and Villadonga, Respondent was not "candid and forthright in all stages of these proceedings." *Id.*

In aggravation, Gabriele and Villadonga financially harmed the bank and buyers and were convicted of federal crimes, whereas Respondent only caused a risk of harm to the bank and entered into a pretrial diversion agreement. *Id.* at 7-8. Respondent had additional aggravating factors, including a self-serving motive, lack of genuine remorse, failure to accept responsibility, and dishonest testimony before the Hearing Board, which are serious. Yet Gabriele and Villadonga played a more active role by recruiting others to join their scheme, which is more aggravating than Respondent's limited participation in his.

On balance, we find Respondent's misconduct, mitigating factors, and aggravating factors to be generally similar to the conduct in Gabriele and Villadonga, so we recommend a

