

IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

LEIJUANA DOSS,

Attorney No. 6201090,

Movant.

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Supreme Court No. M.R.

Commission Number 2021PR00022

MOTION PURSUANT TO SUPREME COURT RULE 762(a)

Movant, Leijuana Doss, respectfully represents to the Court that:

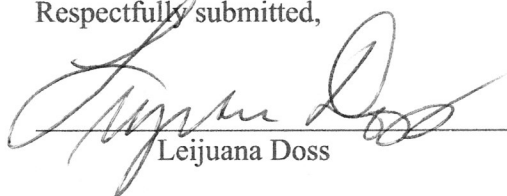
1. Movant was licensed to practice law in Illinois on November 9, 1989.
2. Movant desires to have her name stricken from the Roll of Attorneys pursuant to

Rule 762(a), effective immediately.

3. Filed contemporaneously with this motion are a statement of charges prepared by the Administrator and Movant's affidavit in support of this motion.

WHEREFORE, Movant respectfully requests that the Court enter an order striking her name from the Roll of Attorneys.

Respectfully submitted,



Leijuana Doss

Victor P. Henderson
 Henderson Parks, LLC
 140 S. Dearborn Street, Ste. 1020
 Chicago, IL 60603
 Telephone: (312) 262-2900
 E-mail: VPHenderson@henderson-parks.com

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August 25, 2021

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LEIJUANA DOSS,)	Supreme Court No. M.R.
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STATEMENT OF CHARGES PURSUANT TO
SUPREME COURT RULE 762(a)

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Michael P. Rusch, pursuant to Supreme Court Rule 762(a), states that on the date Leijuana Doss (hereinafter “Movant”) filed a motion requesting that her name be stricken from the Roll of Attorneys, a two-count complaint was pending against Movant before the Commission’s Hearing Board. Had that complaint been the subject of a hearing, the Administrator would have introduced the evidence described below, and that evidence would have clearly and convincingly established the following conclusions of misconduct:

I. FACTUAL BACKGROUND

Movant’s admissions, records from various agencies and courts, and the testimony of other witnesses would have established the following facts:

A. *Conversion of Escrow Funds - W. 63rd Street Property*

1. On or about August 9, 2017, Andy Garcia (“Garcia”) agreed to purchase property located at 2519-2523 W. 63rd St. in Chicago (“63rd St. Property”), from Yun Yong Suh (“Suh”), for \$40,000 in cash. Movant represented Suh in connection with the planned sale and Garcia was not represented by counsel.

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2. On August 9, 2017, the parties signed a real estate contract providing, in part, that Garcia would make an initial earnest money deposit of \$2,000 on August 9, 2017, and a second and final earnest money deposit of \$20,000 by September 29, 2017. The agreement provided that:

“The earnest money and the original of this Contract shall be held by the seller’s attorney [i.e. Movant] as “Escrowee” in trust for the mutual benefit of the Parties. The balance of the purchase price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier’s, Mortgage Lender’s or title company’s check.”

3. On or about August 9, 2017, Garcia gave Movant check number 180, which had been drawn on Garcia’s Royal Bank account ending in the four digits of 6539 and made payable to “Leijuana Doss” in the amount of \$2,000, as the agreed initial earnest money towards the purchase of the 63rd St. Property.

4. On or about August 9, 2017, Movant deposited Garcia’s check number 180 into her Bank of America account ending in 1681. That account was entitled “9/10th Realty LLC.” Movant’s Bank of America account ending in 1681 was not a client fund or Interest on Lawyers Trust Account (“IOLTA”) for the maintenance of funds belonging to Movant’s clients or third parties. Instead, Movant used the account for her business and personal purposes.

5. On or about September 28, 2017, Garcia gave Movant Royal Bank cashier’s check number 10343, which had been made payable to “Leijuana Doss” in the amount of \$20,000, as the second earnest money payment towards the purchase of the 63rd St. Property, pursuant to the August 9, 2017, sales agreement.

6. On or about September 29, 2017, Movant deposited Royal Bank cashier’s check number 10343 into her Bank of America account ending in the four digits of 7031, which was entitled “Illinois IOLTA Trust Accounts Law Office of Leijuana Doss TRTEE.” Movant used the Bank of America

account ending in the four digits of 7031 as a trust account for the maintenance of funds belonging to her clients and third parties.

7. On October 3, 2017, Movant transferred \$3,000 from her IOLTA account ending in 7031 to her 9/10 Realty LLC account ending in 1681. On October 11, 2017, Movant transferred \$17,000 from her IOLTA account ending in 7031 to her 9/10 Realty LLC account ending in 1681. As of October 11, 2017, Movant had deposited or transferred the entire \$22,000 worth of earnest money into her 9/10 Realty LLC account ending in 1681.

8. On November 1, 2017, prior to a closing on the 63rd St. Property, any authorized disbursement, or any action relating to the intended sale of the 63rd St. Property, the balance of Movant's 9/10 Realty LLC account ending in 1681 fell to \$13,232.89, as she drew checks on the account or made other withdrawals in payment of her business or personal obligations.

9. At no time did Garcia or Suh authorize Movant to use for her own business or personal purposes any portion of the \$22,000 in earnest money funds she was holding in connection with the proposed sale of the 63rd St. Property.

10. By using \$8,767.11 of the earnest money without authority, Movant engaged in conversion of those funds.

B. *Failure to return property-Earnest money for 63rd Street Property*

11. In addition to the sale of the 63rd St. Property, Movant represented Suh in a civil litigation matter that was pending in the Circuit Court of Cook County.

12. During the pendency of the proposed sale of the 63rd St. Property, Suh hired the Law Office of Jay H. Chie P.C. ("Chie Firm") to replace Movant as counsel regarding the proposed sale of the 63rd St. Property. The Chie Firm did not represent Suh in any other matters.

13. On November 22, 2017, the Chie firm notified Movant of Suh's decision to replace her as his counsel and requested that Movant send the Chie Firm the earnest money she had received in connection with the 63rd Street Property, so that the Chie Firm could hold the funds in its trust account to complete the real estate transaction on December 28, 2017.

14. On November 29, 2017, Movant sent a letter to the Chie Firm with a "bill of services" outlining her purported fees for the litigation matter and the real estate matter. Movant requested that Suh make full payment in the amount of \$3,875 prior to releasing the earnest money.

15. On December 1, 2017, the Chie Firm informed Movant that they did not represent Suh regarding the litigation matter nor any associated claims regarding the value of Movant's purported services to Suh in the litigation matter, and again requested that Movant send the Chie firm the entire \$22,000 she had received in connection with the proposed sale of the 63rd Street Property.

16. On December 5, 2017, Suh called Movant and offered her \$3,000 to settle his outstanding legal bills.

17. On December 6, 2017, Movant tendered a letter to the Chie Firm stating, "[s]ince Suh did not pay my outstanding bill, the earnest money has been reduced by this amount." Movant tendered the Chie firm a check in the amount of \$18,125 instead of the full \$22,000 in earnest money she had received from Garcia.

18. At no time did Suh or Garcia authorize Movant to deduct Suh's purported legal fees from the earnest money.

19. By unilaterally reducing the earnest money by \$3,875, Movant jeopardized the closing of the real estate transaction. Because of her actions, Suh provided Garcia a full credit of \$22,000 to complete the real estate transaction.

II. CONCLUSIONS OF MISCONDUCT

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

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including transferring the earnest money from an IOLTA to a non-trust account and by subsequently causing the balance in her Bank of America account ending in 1681 to fall below the amount being held in earnest, thereby converting at least \$8,767.11 of the earnest money for her own personal or business purposes and in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly using at least \$8,767.11 of the earnest money, for her own personal or business purposes, without authority and by knowingly withholding \$3,875 of earnest money, for her own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/Michael Rusch
Michael Rusch

Michael P. Rusch
Counsel for the Administrator
130 East Randolph Drive, Suite 1500
Chicago, Illinois 60601-6219
Telephone: (312) 565-2600
Email: MRusch@iadc.org
Email: ARDCeService@iadc.org

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Supreme Court No. M.R.

Commission Number 2021PR00022

AFFIDAVIT

Affiant, Leijuana Doss, being first duly sworn, states:

1. Affiant has filed with this Court a motion to strike her name from the Roll of Attorneys licensed to practice law in Illinois, pursuant to Rule 762(a).

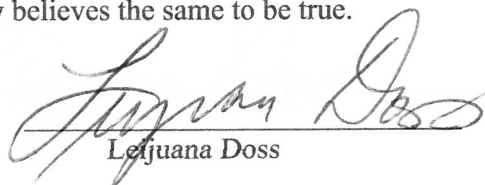
2. Affiant has received and reviewed a copy of the Administrator's statement of the charges that were pending against Affiant as of the filing of the instant motion. If the case proceeded to a hearing, the Administrator would present the evidence described in the statement of charges, and that evidence would clearly and convincingly establish the facts and conclusions of misconduct set forth in the statement of charges.

3. Affiant's motion is freely and voluntarily made.

4. Affiant understands the nature and consequences of this motion.

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

DATED: August 25, 2021



Leijuana Doss

Victor P. Henderson
Henderson Parks, LLC
140 S. Dearborn Street, Ste. 1020
Chicago, IL 60603
Telephone: (312) 262-2900
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NOTICE OF FILING

TO: Victor P. Henderson
Henderson Parks, LLC
140 S. Dearborn Street, Ste. 1020
Chicago, IL 60603
Telephone: (312) 262-2900
E-mail: VPHenderson@henderson-parks.com

PLEASE TAKE NOTICE that on August 25, 2021, electronic copies of Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES and Movant's AFFIDAVIT, were submitted to the Clerk of the Supreme Court for filing. On that same date, copies were served on Movant, by e-mail to VPHenderson@henderson-parks.com, at or before 5:00 p.m.

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/Michael Rusch
Michael Rusch

Michael P. Rusch
Counsel for the Administrator
130 East Randolph Drive, Suite 1500
Chicago, Illinois 60601-6219
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PROOF OF SERVICE

The undersigned, an attorney, hereby certifies, pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/109, that the Administrator served copies of the Notice of Filing, Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES PURSUANT TO SUPREME COURT RULE 762(a) and Movant's AFFIDAVIT, on the individual at the address listed on the forgoing Notice of Filing, by e-mail at VPHenderson@henderson-parks.com, on August 25, 2021, at or before 5:00 p.m.

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

/s/Michael Rusch

Michael Rusch

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