

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

In the Matter of:)
)
ADRIAN MURATI,)
) Commission No. 2023PR00026
Attorney-Respondent,)
)
)
)
No. 6321187.)

ANSWER

ADRIAN MURATI (“Respondent”), proceeding Pro-Se, answers the Complaint in the above-captioned cases as follows:

PREAMBLE

1. Admit.
2. Admit.
3. Admit
4. Respondent admits that he formed a partnership with Marriett to jointly handle personal injury cases but denies that the partnership was formed on October 29, 2020. Respondent further denies the allocation of responsibilities set forth in paragraph 4 of the Complaint.

COUNT I

5. Respondent admits to informing Marriett of his COVID-19 diagnosis around December 2021 but denies claiming that his condition was improving, and all their cases were proceeding normally.
6. Respondent admits that the listed cases were dismissed for want of prosecution but denies the allegation that he did not inform the affected client of the dismissals.
7. Admit.
8. Respondent denies the date of termination and denies that Respondent agreed to contact all affected clients.
9. Deny.

FILED
6/1/2023 12:39 PM
ARDC Clerk

10. Respondent lacks sufficient knowledge of when Marriett audited all his shared cases and denies that Marriett discovered the dismissals during this alleged audit, and further denies that he did not inform affected clients of case dismissals.
11. Respondent denies that Respondent contacted him in December 2022 to collect files. Respondent intended to collect his file before the expiration of the lease term on December 31, 2022 but on about December 9, 2022, Marriett caused the files to be delivered to Respondent's residence, most of which were missing and office furniture was delivered broken.
12. Respondent denies each and every allegation of this paragraph.

COUNT II

13. Admit
14. Admit
15. Admit
16. Admit
17. Admit
18. Admit, except that Respondent does not recall blaming the delay on an intern.
19. Admit
20. Admit
21. Admit
22. Admit
23. Admit
24. Admit
25. Admit
26. Admit
27. Admit
28. Admit
29. Deny
30. Respondent denies each and every allegation.

COUNT III

31. Admit

32. Admit
33. Admit
34. Admit
35. Admit
36. Admit
37. Admit
38. Admit
39. Admit
40. Admit
41. Admit
42. Admit
43. Deny
44. Respondent does not recall the specific dates of conversations with O'Connor but admits informing him of a settlement offer in his case.
45. Deny. Based on information provided by Marriett, Respondent believed that the case was settling for \$105,000. Subsequently, Respondent discovered that the insurance carrier had not offered \$105,000 to settle the case.
46. Deny
47. Respondent admits that he sent a proposed settlement contract to O'Connor
48. Respondent denies sending O'Connor a check. O'Connor insisted on picking up the check at Respondent's office. However, Respondent informed O'Connor that he was recovering from spinal surgery due to an infection in his spinal canal and was confined to at-home care for intravenous antibiotic treatment. O'Connor insisted on picking up the check and travelled to Respondent's address to obtain the check.
49. Admit that the settlement was false but Respondent denies knowledge at the time that he knew the settlement was false.
50. Respondent denies that he knew the settlement agreement was false.
51. Respondent denies that he knew the settlement agreement was false.
52. Deny.
53. Respondent admits that the settlement was false but denies knowledge at the time that he knew the settlement check was false.

54. Deny.
55. Respondent denies to the extent that he does not recall the specific date or content of a purported phone call on August 5, 2022.
56. Deny. Respondent received a check for \$105,000 that he believed to be authentic, but that a bank employee described as “likely a scam” or words to that effect,
57. Deny. Respondent received a check for \$105,000 that he believed to be authentic, but that a bank employee described as “likely a scam” or words to that effect,
58. Admit.
59. Neither admit nor deny due to insufficient knowledge. Respondent does not recall the specific date or content of a phone call with Respondent on August 12, 2022. Respondent admits that he did inform O’Connor of issues with the check.
60. Respondent denies not receiving a check for \$105,000 but denies Respondent’s knowledge of any false statements to O’Connor.
61. Respondent denies not receiving a check for \$105,000 but denies Respondent’s knowledge of any false statements to O’Connor.
62. Respondent denies each and every allegation.

COUNT IV

63. Admit
64. Admit
65. Admit
66. Admit
67. Admit
68. Admit
69. Admit
70. Deny
71. Neither admit nor deny due to insufficient knowledge regarding the date of any phone conversations and/or the contents of conversations.
72. Respondent denies that he made any false statements. Respondent further explained the court process to Swanson and indicated that negotiations would likely move from being direct with the State Farm Adjuster to State Farm’s counsel once they appeared in the case.
73. Deny.
74. Admit.
75. Deny. Respondent spoke to counsel that State Farm typically hired in Rockford matters regarding waiver of service. Respondent further denies that he informed Swanson that

there was no offer on the case, but merely informed him that there had not been an increased offer to date.

- 76. Deny.
- 77. Admit.
- 78. Deny.
- 79. Deny.
- 80. Admit.
- 81. Deny.
- 82. Deny.
- 83. Admit that the case was dismissed but deny that the matter was no discussed with Swanson.
- 84. Deny.
- 85. Respondent denies each and every allegation.

COUNT V

- 86. Admit
- 87. Admit.
- 88. Admit.
- 89. Respondent does not recall the specific date and/or content of a phone call with Oasis or a representation that an offer of \$50,000 was made.
- 90. Respondent denies that his statement was false, and if it was, he was relying on information from Marriett, who was primarily handling the case.
- 91. Deny.
- 92. Admit
- 93. Admit.
- 94. Respondent does not recall the specific date and/or content of a phone call with Oasis or a representation that an offer of \$50,000 was made.
- 95. Deny.
- 96. Deny.
- 97. Admit.
- 98. Admit.
- 99. Admit.
- 100. Admit.
- 101. Admit.
- 102. Admit.
- 103. Deny.
- 104. Admit.
- 105. Deny.
- 106. Deny.
- 107. Neither admit nor deny based on insufficient knowledge
- 108. Deny.
- 109. Respondent denies each and every allegation.

COUNT VI

110. Admit.
111. Admit.
112. Admit.
113. Admit.
114. Admit.
115. Admit.
116. Admit.
117. Admit.
118. Admit.
119. Admit.
120. Respondent does not recall the specific date and/or content of a phone call with Oasis or a representation that an offer of \$30,000 was declined.
121. Deny.
122. Deny.
123. Admit.
124. Admit.
125. Respondent does not recall the specific date and/or content of a phone call with Oasis.
126. Admit.
127. Admit.
128. Respondent does not recall the specific date and/or content of a phone call with Oasis.
129. Deny.
130. Deny.
131. Neither admit nor deny due to insufficient knowledge.
132. Neither admit nor deny due to insufficient knowledge.
133. Deny.
134. Deny.
135. Admit.
136. Admit.
137. Admit.
138. Admit.
139. Admit.
140. Admit, except Respondent denies that repayment was not made to Oasis.
141. Deny.
142. Admit.
143. Deny.
144. Deny.
145. Neither admit nor deny due to insufficient knowledge.
146. Deny.
147. Respondent denies each and every allegation.

COUNT VII

148. Admit
149. Admit that Decastris paid the amount but deny that Respondent caused the funds to be deposited into an operating account.
150. Deny. Decastris made a credit card payment in which the funds were deposited into Respondent's account.
151. Admit.
152. Admit.
153. Deny.
154. Deny.
155. Admit.
156. Deny.
157. Neither admit nor deny due to insufficient knowledge.
158. Neither admit nor deny due to insufficient knowledge. Respondent was subpoenaed to testify regarding the process server. As required by the subpoena, Respondent appeared in court via Zoom. After the virtual court session did not start, Respondent called the judge's secretary to inquire whether there would be a hearing on that day but was informed that the case was continued and that the attorneys would likely send another subpoena. No further subpoena was sent.
159. Deny.

COUNT VIII

160. Admit.
161. Admit.
162. Admit.
163. Admit, but Respondent notes he contacted the ARDC and explained his medical situation with "long haul COVID" and surgery for an infection that had spread into his spinal canal.
164. Admit.
165. Admit.
166. Admit.

167. Admit that Respondent requested another continuance. To Respondent's understanding, the ARDC was going to subpoena his medical records to confirm his diagnosis and medical treatment and would schedule another sworn statement.

Furthermore, pursuant to ARDC Rules, Respondent states he has never been admitted to practice law in any other State nor does he have any other professional license or certificate.

I certify that everything in the Answer is true and correct to the best of my knowledge.

Respectfully Submitted,

/s/ Adrian Murati_____

Adrian Murati, Attorney-Respondent

Contact Information

Adrian Murati
12340 Kings Point Dr.
Loves Park, Illinois 61111
Phone Number: (815) 289-3209
Email: muratilaw@outlook.com
ARDC No.: 6321187