

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

In the Matter of:

ALEXANDER BILL JAROWYJ,
Attorney-Respondent,
No. 6291215.

Commission No. 2023PR00070

COMPLAINT

Lea S. Gutierrez, Administrator of the Illinois Attorney Registration and Disciplinary Commission, by his attorney, Rory P. Quinn, pursuant to Supreme Court Rule 753(b), complains of Respondent, Alexander Bill Jarowyj, who was licensed to practice law in the State of Illinois on December 19, 2006, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

(Utilizing Attorney Client Relationship to Perpetuate Fraud in Respondent's Dissolution Case)

1. Since 2006, Respondent owned and operated a solo law practice in Chicago, Illinois, called The Law Offices of Alexander Jarowyj P.C. Between 2006 and May 2018, Respondent and his longtime friend, Roman Sacharewycz ("Sacharewycz"), agreed that Respondent would handle Sacharewycz's legal matters, including the sale of Sacharewycz's property located at 2301 West Chicago Avenue, in Chicago ("Chicago Avenue Property"). Respondent and Sacharewycz agreed that Respondent would be paid \$250 per hour as his fee for his representation of Sacharewycz.

2. Between 2006 and June 23, 2015, Respondent billed Sacharewycz approximately \$75,750 in fees and \$50,988.12 in expenses and loans.

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3. On June 29, 2015, Sacharewycz sold and closed on the sale of the Chicago Avenue Property. Sacharewycz received \$377,755.20 as proceeds for the sale of the Chicago Avenue Property.

4. On July 1, 2015, Sacharewycz wrote a \$105,000 check to Respondent for payment of legal fees on various matters and repayment of loans made by Respondent to Sacharewycz.

5. On or before July 1, 2015, Respondent and Sacharewycz agreed upon a scheme to mischaracterize the purpose of the \$105,000. Under the scheme, Respondent would take \$40,000 of the \$105,000 as fees to pay down Sacharewycz's outstanding legal fees. Respondent characterized the remaining \$65,000 as a purported interest free loan from Sacharewycz to Respondent.

6. On July 2, 2015, Respondent drafted a promissory note memorializing the mischaracterized \$65,000 loan. The promissory note provided that Respondent would pay Sacharewycz \$450 per month with 0% interest and a 0% late charge.

7. On July 10, 2015, Respondent drafted and signed a mortgage assigning Sacharewycz an interest in Respondent's marital property located at 540 N. Western Avenue in Chicago ("Western Avenue Property") as collateral for the agreement described in paragraph six above. Respondent owned the Western Avenue property jointly with his wife Natalia Jarowyj ("Ms. Jarowyj").

8. On July 19, 2015, Respondent sent Sacharewycz a letter stating that the interest-free loan was actually a credit to be applied to Sacharewycz's outstanding bills.

9. On July 11, 2016, Ms. Jarowyj filed a petition for dissolution of her marriage with Respondent in Cook County. The Clerk of the Court docketed the matter as *In re the Marriage of Natalia Jarowyj and Alexander B. Jarowyj*, case number 16 D 06347.

10. At all times alleged in this complaint, Cook County Court Local Rule 13.3.1(a) required parties in a dissolution proceeding in the Cook County Circuit Court to exchange financial affidavits listing income, expenses, assets and liabilities. Rule 13.3.1(d) further required that each party of record file a certificate of service setting forth the date that the completed financial affidavit was served on the opposing party.

11. On or around December 31, 2016, Respondent signed, under penalty of perjury, a financial affidavit in the dissolution case and sent it to counsel for Ms. Jarowyj. In the affidavit, Respondent stated that he still had an outstanding debt of \$65,000 due to Sacharewycz. Respondent listed the debt as a “Real Estate Loan” in the financial affidavit.

12. Respondent’s statement regarding his debt in his December 31, 2016 affidavit were false because Respondent did not owe Sacharewycz \$65,000, and Sacharewycz had not made Respondent a real estate loan.

13. Respondent knew his statement in his December 31, 2016 financial affidavit was false at the time he made the statement because Respondent did not owe Sacharewycz \$65,000, and Sacharewycz had not made Respondent a real estate loan.

14. Respondent repeated the statements that he still had an outstanding debt of \$65,000 due to Sacharewycz and that Sacharewycz had given him the funds as a real estate loan in his January 11, 2017 answers to interrogatories, March 31, 2017 financial affidavit, and September 18, 2017 financial affidavit.

15. Respondent's statements in his January 11, 2017 answers to interrogatories, March 31, 2017 financial affidavit, and September 18, 2017 financial affidavit were false because Respondent did not owe Sacharewycz \$65,000 and Sacharewycz did not give him the funds as a real estate loan.

16. Respondent knew the statements in his January 11, 2017 answers to interrogatories, March 31, 2017 financial affidavit, and September 18, 2017 financial affidavit were false when he made them because Respondent did not owe \$65,000 to Sacharewycz, and Sacharewycz had not given him the funds as a real estate loan.

17. On June 21, 2017, Ms. Jarowyj filed a motion to sell the Western Avenue Property.

18. On August 24, 2017, the court ordered the Western Avenue Property to be sold.

19. On October 20, 2017, Respondent filed a lien with the Cook County Recorder of Deeds on behalf of Sacharewycz on the Western Avenue Property in the amount of \$65,000.

20. Respondent's lien on the Western Avenue Property was false because it was premised on the fictitious loan referenced in paragraph six above, Respondent did not owe Sacharewycz \$65,000, and Sacharewycz had not made Respondent a loan for \$65,000.

21. Respondent knew the lien was false because Respondent did not owe Sacharewycz \$65,000, and Sacharewycz had not made Respondent a loan for \$65,000.

22. On November 3, 2017, Respondent filed a petition for relief from the court's August 24, 2017 order and an accompanying affidavit. In his petition Respondent made the following statements:

- a. "It is presented to the Court that contrary to the arguments made in the Petitioner/Counter Respondent, Natalia Jarowyj's Motion to Sell Marital Property and Other Relief the parties obtained 540 N. Western Avenue, Chicago IL

60612-1422, which is currently serving as Respondent/Counter Petitioner, Alexander B. Jarowyj's place of business and residence, on all borrowed funds." (citations omitted).

- b. "On July 10, 2015, the property was purchased for cash, solely on borrowed funds from two individuals, Igor Pluta and Roman Sacharewycz. The property was purchased for \$116,927.33."
- c. "On July 1, 2015, Mr. Sacharewycz issued a check to the Respondent in the amount of \$105,000.00. That check reflected \$40,000.00, that Mr. Sacharewycz owed to the Respondent, as well as a loan for \$65,000.00 to purchase and rehabilitate the premises." (citations omitted).
- d. "As was the case with Mr. Pluta, a Mortgage was contemporaneously executed also, but was not recorded, until recently, with the same hope that the property would be refinanced in a short period of time and the funds to be repaid."

23. Respondent's statements relating to his purported debt to Sacharewycz in his November 3, 2017 petition and affidavit were false.

24. Respondent knew his statements in his November 3, 2017 petition and affidavit were false when he made them because Respondent did not owe Sacharewycz \$65,000, and Sacharewycz had not made Respondent a loan to purchase the Western Avenue Property.

25. On November 13, 2017, Ms. Jarowyj filed an emergency motion seeking to remove three liens placed on the Western Avenue Property on October 20, 2017, including the Sacharewycz lien described in paragraph 19, above.

26. On December 22, 2017, Respondent filed a response to Ms. Jarowyj's emergency motion to remove new liens. In his response, Respondent stated that he still owed Sacharewycz \$65,000 and he attached, as exhibits, his three financial affidavits and answers to interrogatories. Additionally, Respondent attached a signed and sworn affidavit repeating his claims that

Sacharewycz had given him a real estate loan and that Respondent still owed Sacharewycz \$65,000.

27. Respondent's statements relating to his debt to Sacharewycz in his December 22, 2017 response and affidavit were false.

28. Respondent knew his statements in his December 22, 2017 response and affidavit were false when he made them because Respondent did not owe Sacharewycz \$65,000, and Sacharewycz had not made Respondent a loan to purchase the Western Avenue Property.

29. On January 29, 2020, Ms. Jarowyj filed a complaint to quiet title to remove the lien of Sacharewycz. On May 24, 2021, the court entered a default order against Sacharewycz.

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

- a. knowingly making false statements of fact or law to a tribunal by conduct including falsely stating he still owed Sacharewycz \$65,000 in his November 3, 2017 petition and affidavit, and his December 22, 2017 response and affidavit, in violation of Rule 3.3(a)(1) of the Illinois Rules of Professional Conduct (2010);
- b. knowingly offering false evidence, by conduct including sending counsel for Ms. Jarowyj three false financial affidavits and false answers to interrogatories which Respondent prepared and then notifying the court that the affidavit had been tendered, in violation of Rule 3.3(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including signing and sending to opposing counsel three false financial affidavits and answers to interrogatories, filing a false lien to obstruct the court ordered sale of his marital property, filing pleadings that contained false statements in his dissolution case, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully Submitted

Lea S. Gutierrez, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Rory P. Quinn
Rory P. Quinn

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