

IN THE SUPREME COURT OF ILLINOIS

In the Matter of:)
)
IAN BENNET BERLINER,) Supreme Court No. M.R.
)
Movant,) Commission No. 2022PR00074
)
 No. 6285741.)

MOTION PURSUANT TO SUPREME COURT RULE 762(a)

Movant, Ian Bennet Berliner, respectfully represents to the Court that:

1. Movant was licensed to practice law in Illinois on November 10, 2005.
2. Movant desires to have his 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 his name from the Roll of Attorneys.

Respectfully submitted,



Ian Bennet Berliner

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March 30, 2023

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IN THE SUPREME COURT OF ILLINOIS

March 30, 2023

In the Matter of:

IAN BENNET BERLINER,

Movant,

No. 6285741.

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Supreme Court No. M.R.

Commission No. 2022PR00074

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STATEMENT OF CHARGES PURSUANT TO
SUPREME COURT RULE 762(a)

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission (“ARDC”), by his attorney Rory P. Quinn, pursuant to Supreme Court Rule 762(a), states that on the date Ian Bennet Berliner (“Movant”) filed a motion requesting that his name be stricken from the Roll of Attorneys, a seven-count complaint was pending before the ARDC’s Hearing Board charging Movant with converting more than \$198,000 in funds from five clients, making false statements to the Administrator, and failing to cooperate with the Administrator’s investigation into his conduct. Had Movant’s conduct been the subject of a hearing, the Administrator would have introduced the evidence described below, and the evidence would have clearly and convincingly established the following conclusions of misconduct:

I. FACTUAL BACKGROUND

Movant’s admissions, testimony, bank records, other documents, and the testimony of his former clients and other individuals would establish the following facts:

A. *Movant’s Background*

1. Movant is 43 years old and was licensed to practice law in Illinois on November 10, 2005. Prior to the filing of this motion, Movant was a sole practitioner with a law firm in Chicago, and he handled primarily real estate transactions.

B. *Conversion of \$76,386.22 - Lowell Avenue property*

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2. In or before January 2021, Ace Development Group, LLC agreed to sell a property located at 3453 North Lowell Avenue in Chicago, to Sarah and Brian Rayski. Ace Development and Movant agreed that Movant would represent Ace Development in the transaction. Movant and Ace Development agreed that Movant would be paid \$600 at the closing as his attorney's fee for representing Ace Development.

3. On February 23, 2021, the Rayskis and Ace Development closed on the Lowell Avenue property. Pursuant to the closing settlement agreement, Movant received three wire transfers into his Chase Bank IOLTA account from Stewart Title totaling \$276,760.47. The \$276,760.47 represented: \$15,000 in escrow funds, \$260,536.61 in Ace Development's proceeds from the sale of the Lowell Avenue property, Movant's attorney's fee of \$600, and additional funds to be held in escrow to make future payments, including \$473.86 for water and \$150.00 for zoning charges.

4. From February 23, 2021 to March 18, 2021, Movant should have been holding in his IOLTA account at least \$276,760.47 in which Ace Development, the Rayskis, or third parties had an interest. During that time, Movant caused disbursements from his IOLTA account for Movant's own business and personal purposes unrelated to the sale of the Lowell Avenue property, without authority, causing the balance in Movant's IOLTA account to fall to \$200,437.37. As a result, Movant had converted \$76,386.22 of funds belonging to the Rayskis, Ace Development, or third parties.

C. Conversion of \$70,391.14 – Wood Street property

5. In or before March 2021, Movant and Scott Kramer agreed that Movant would represent Kramer in the sale of the property at 1010 North Wood Street in Chicago to Brad Archibald for the sales price of \$1,930,000. Movant and Kramer agreed that Movant would be paid \$600 at closing as his attorney's fee to represent Kramer. On March 26, 2021, Archibald

sent a wire transfer for \$97,500 to Movant's IOLTA account as earnest money for the purchase of the Wood Street property. Prior to the transfer on March 26, 2021, the balance in Movant's IOLTA account was \$5,437.37.

6. On the same day, while Movant should have been holding at least \$97,500 of funds in Movant's IOLTA account to which Kramer or Archibald had an interest. Movant without authority, transferred \$65,599.73 from his IOLTA Account to Ace Development Group LLC in repayment for the funds he had previously converted in connection with the Lowell Avenue property transaction referenced above. As of March 31, 2021, after those transfers, Movant had drawn the balance in his IOLTA account to \$42,337.64, and had therefore converted \$31,900.27 belonging to Kramer or Archibald. On June 10, 2021, Archibald and Kramer closed the sale of the Wood Street property. Pursuant to the closing agreement, Movant was to transfer the \$97,500 earnest money to Kramer. On June 18, 2021, Movant wired Stewart Title \$25,000 in partial payment of the amount due to Kramer. From June 18, 2021 to June 29, 2021, Kramer sent Movant 27 text messages inquiring about the status of the remaining \$72,500 he was due, and he also contacted Stewart Title, which in turn contacted Respondent to inquire about the missing funds.

7. During this time, while Movant should have been holding at least \$72,500 to pay Kramer, Movant, without authority, caused disbursements from his IOLTA account to be made to pay for Movant's own business and personal purposes, causing the balance in the account to fall to \$2,108.86. Movant's use of that \$70,391.14 belonging to Kramer constitutes conversion.

D. *False Statements to the ARDC*

8. On October 12, 2021, counsel for the Administrator took Movant's sworn statement. When asked about the status of Kramer's earnest money. Movant falsely testified he

had transferred some of Kramer's earnest money to Lincoln Title, and that Lincoln Title was holding Kramer's earnest money.

E. *Conversion of \$3,487.38 – Medical Gloves Transaction*

9. On or before June 29, 2021, Rick Freeman, and Medisale International LLC., agreed to purchase Beaumont Blackman Inc.'s medical gloves. Under the terms of the agreement, Beaumont and Freeman agreed to deposit \$250,000 in escrow with Movant. Beaumont, Freeman, and Medisale agreed that Movant, who agreed to accept a \$2,000 fee per disbursement for acting as escrow agent.

10. On July 23, 2021, Movant received a wire transfer to his IOLTA account from Beaumont and Freeman in the amount of \$25,000. The \$25,000 represented an initial escrow deposit to begin the transaction.

11. Between July 23, 2021 and July 30, 2021, while Movant should have been holding at least \$25,000 of funds in his IOLTA in connection with the planned transaction, he, without authority, caused disbursements from his IOLTA account to pay for his own business and personal purposes causing the balance in the account to fall to \$21,512.62. As a result, Movant had converted \$3,487.38 to which Beaumont, Freeman, and Medisale had an interest.

F. *Conversion of \$32,391.14 – Albany Ave property*

12. On or before May 17, 2021, Movant, Anna Paris, and Daniel Hamer agreed that Movant would represent Paris and Hamer in the sale of a property located at 2626 North Albany Avenue in Chicago to Rachel and Sean Fuller. Movant, Paris, and Hamer agreed that Movant would be paid \$600 at closing as his attorney's fees to represent Paris and Hamer. Movant agreed to hold 2% of the sale price in escrow.

13. On May 19, 2021, Movant received a US Bank check from Stewart Title in the amount of \$33,000, representing the escrow money for the possession of the Albany Avenue.

property. On the same day, Movant deposited the proceeds of the US Bank check into his IOLTA account.

14. Between May 19, 2021 and July 6, 2021, while Movant should have been holding at least \$33,000 in his IOLTA account, he without authority caused disbursements from his IOLTA account to be made to pay for Movant's own business and personal purposes, causing the balance in the account to fall to \$608.86. As a result, Movant had converted \$32,391.14 of funds in which Paris, Hamer, and the Fullers had an interest.

G. *Conversion of \$15,417.06 – Huron St. property*

15. In or before July 2021, Movant and Patricia M. McHugh agreed that Movant would represent McHugh in the sale of the property at 1419 W. Huron St., in Chicago to Ganiyat Leffler.

16. On July 2, 2021, the date of closing, McHugh and Leffler agreed in a tax re-proration agreement that \$15,417.06 would be held back from the sale proceeds to pay for all taxes incurred prior to closing. Movant agreed to receive the \$15,417.06 as escrowee and to be responsible for disbursing the funds pursuant to the tax re-proration agreement.

17. On July 7, 2021, Movant received and deposited into his IOLTA account a check from Stewart Title Company made payable to his firm in the amount of \$15,417.06, the proceeds of which represented the amount of the tax re-proration.

18. Between July 7, 2021 and September 3, 2021, while Movant should have been holding that \$15,417.06 in his IOLTA account, he, without authority, caused disbursements from his IOLTA account for his own business and personal purposes drawing the balance in the account to fall to \$223.12. As a result, Movant had converted \$15,193.94 in which McHugh and Leffler had an interest.

H. *Failure to cooperate with a disciplinary investigation*

21. By email messages dated August 2, 2021 and September 2, 2021, the Administrator sent correspondence to Movant requesting a response to allegations regarding the Medical Gloves transaction and Huron Street Property, respectively. Movant did not respond, so, on April 5, 2022, the Administrator served Movant, by email and regular and certified mail, with a subpoena requiring him to appear for a sworn statement on April 28, 2022. Movant received the subpoena, but he did not appear for the sworn statement and his appearance was never waived or excused.

II. CONCLUSIONS OF MISCONDUCT

24. 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 using funds belonging to Rayskis, Ace Development, Freeman, Paris, Hamer, the Fullers, McHugh and Leffler for his own business or personal purposes and causing the balance of his IOLTA account to fall below the amounts then belonging to those clients of third parties in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to promptly deliver to a client or a third person funds that the client or a third person is entitled to receive, by conduct including failing to promptly deliver the earnest money belonging to the Rayskis, Kramer, Freeman, Paris, Hamer, McHugh, and Leffler, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010);
- c. knowingly failing to respond to a lawful demand for information from a disciplinary authority by conduct including failing to appear for his April 19, 2022 sworn statement, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010); and

- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including converting Rayskis', Ace Development's, Freeman's, Paris's, Hamer's, the Fullers', McHugh's and Leffler's escrow funds and making false statements in his sworn statement that he had transferred some of Kramer's earnest money to Lincoln Title and Lincoln Title was holding Kramer's earnest money, 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/ Rory P. Quinn
Rory P. Quinn

Rory P. Quinn
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AFFIDAVIT

Affiant, Ian Bennet Berliner, being first duly sworn, states:

1. Affiant has filed with this Court a motion to strike his 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: March 8, 2023



Ian Bennet Berliner

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NOTICE OF FILING

TO: Stuart Chanen
 Ariel Olstein
 Counsel for Movant
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 Lincolnwood, IL 60712
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ariel@chanenolstein.com

PLEASE TAKE NOTICE that on March 30, 2023, 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, a copy was served on Counsel for Movant, by email at stuart@chanenolstein.com and ariel@chanenolstein.com, at or before 4:00 p.m.

Respectfully submitted,
 Jerome Larkin, Administrator
 Attorney Registration and
 Disciplinary Commission

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

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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 shown on the forgoing Notice of Filing, by email at stuart@chanenolstein.com and ariel@chanenolstein.com on March 30, 2023, at or before 4:00 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 she verily believes the same to be true.

/s/ Rory P. Quinn

Rory P. Quinn

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