FILED
5/9/2023 2:31 PM
ARDC Clerk

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.)

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Rory Patrick Quinn, pursuant to Supreme Court Rule 753(b), complains of Respondent Adrian Murati, who was licensed to practice law in Illinois on November 5, 2015, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

1. At all times related to this complaint, Respondent was the principal attorney of the law firm Law Office of Adrian Murati, in Rockford, Illinois, primarily practicing in the area of personal injury.

2. From about 2015 to 2023, Respondent maintained and was the sole signatory on an IOLTA client trust account, ending with the digits 2579, at Midland States Bank. That account was titled "Lawyers Trust Fund of Illinois IOLTA Account for Law Office of Adrian Murati" ("IOLTA Account") and was used by Respondent for the deposit and disbursement of funds of clients or third persons in Respondent's possession.

3. From about 2015 to 2023, Respondent maintained and was the sole signatory on a checking account, ending with the digits 3080, at Midland States Bank. That account was titled "Adrian Murati DBA Law Office of Adrian Murati" ("Respondent's Operating Account") and was

used by Respondent for the deposit and disbursement of funds for business or personal purposes, and was not a separate, identifiable trust account.

COUNT I
(*Abandonment of Client Matters*)

4. On October 29, 2020, Respondent formed a partnership with attorney Paul Marriett ("Marriett") to jointly handle personal injury cases. Based on their partnership agreement, Marriett agreed to handle intake responsibilities, trials, and assist with client communications, and Respondent agreed to open claims, file law suits, conduct discovery, communicate with clients, and attend pre-trial proceedings. Respondent and Marriett leased office space located at 308 W. State St. in Rockford, Illinois (the "Rockford Office").

5. Around December 2021, Respondent told Marriett that he was diagnosed with COVID-19 and by February 2022 claimed he needed to reduce his time at the office. Marriett suggested finding alternative counsel, but Respondent claimed his condition was improving and all their cases were proceeding normally.

6. As of May 2022, Respondent had caused at least twelve cases pending in Winnebago County to be dismissed for want of prosecution. Those cases included *Riley v. Lebrun*, 21-L-338; *McCarten v. Campbell*, 21-L-54; *Avila v. Padilla*, 21-L-62; *Thurmund v. Lewis*, 19-L-221; *Platt v. Williams*, 19-L-84; *Nicholas v. Tomman*, 20-L-188; *Brunson v. Rhead*, 20-L-403; *Corliss v. Henry*, 20-L-308; *Youssi v. Hollis*, 21-L-309; *Box v. Walgreen Company*, 21-L-337; and *Rosado v. Hammonds*, 21-L-149. Respondent did not inform any of the affected clients or Marriett that the Winnebago County cases had been dismissed for want of prosecution.

7. On or about May 13, 2022, Marriett received a letter from the Honorable Eugene Doherty detailing Respondent's lack of action and the subsequent dismissals of the Winnebago County cases listed above in paragraph six.

8. On May 26, 2022, Marriett terminated his partnership with Respondent and requested copies of every shared file in order to conduct an audit of all pending matters. Respondent agreed to contact all affected clients.

9. Respondent did not provide copies of the shared files to Marriett and did not contact affected clients to inform them of the separation.

10. Between May 26, 2022 and June 17, 2022, Marriett audited all his shared cases with Respondent. As a result of that audit, Marriett discovered an additional 19 cases including, *inter alia*, Winnebago county cases *Almanaci v. Booker*, 18-L-108; *Mazurkiewicz v. Cooper*, 21-L-376; and *Carlson v. Kingsbury*, 22-LA-46 that were dismissed. Respondent did not inform any of the affected clients or Marriett that the cases were dismissed.

11. In December 2022, Marriett attempted to contact Respondent to collect his personal and client files that were still present in the Rockford Office prior to the expiration of their shared lease. Respondent did not respond to Marriett and did not collect any of his client files that remained at the Rockford Office.

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

a. failure to keep a client reasonably advised about the status of a matter, by conduct including failing to tell over 31 of his clients that their matters had been dismissed, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);

b. upon termination of representation, failing to take steps to the extent reasonably practicable to protect his client's interests by conduct including failing to give reasonable notice to over 31 clients and abandoning papers and properties to which the client is entitled, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010); and

c. engaging in conduct that is prejudicial to the administration of justice by abandoning his law practice and requiring Marriett and Judge Doherty to intervene to protect his clients, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(*Lack of Diligence, Failure to Keep Client Informed, and Misrepresentations to Client – Amber True*)

13. In March 2018, Amber True ("True") sought medical treatment for her 6-month old child, B.H., at Javon Bea Hospital, formerly known as Rockford Memorial Hospital ("Javon Bea Hospital"). While at Javon Bea Hospital, a worker from the hospital's child life services department offered to hold B.H. to allow True a break. While holding B.H., the worker dropped B.H. to the floor, causing injuries.

14. In 2019, True and Respondent agreed that Respondent would represent True in her claims for negligence against Javon Bea Hospital and other responsible parties. On or about February 12, 2019, Respondent and True entered into a contingency fee agreement relating to the claim. The agreement provided that Respondent would receive 33% of any amount recovered as his fee.

15. On February 12, 2019, Respondent filed a negligence lawsuit on True's behalf against Javon Bea Hospital, who he improperly named as Mercy Health Hospital, in the Circuit Court of Winnebago County. The case was docketed as *True v. Mercy Health Hospital*, case number 2019 L 0044 ("Javon Bea Hospital Lawsuit").

16. On August 28, 2019, Respondent filed a first amended complaint renaming Mercy Health Hospital to Javon Bea Hospital.

17. On March 3, 2021, Judge Donna Honzel entered an agreed order in which she ordered True to provide signed medical authorizations by March 17, 2021. Respondent did not

comply with the court's order to provide signed medical authorizations from True by March 17, 2021.

18. On May 5, 2021, Judge Honzel entered a case management order in which she ordered True to provide signed medical authorizations by May 12, 2021. Respondent did not comply with the court's order to provide signed medical authorizations from True by May 12, 2021. Instead, Respondent blamed the delay on his intern and asked for seven days to have his client sign the authorizations.

19. On June 7, 2021, Judge Honzel entered an order in which she ordered True to provide signed medical authorizations by June 24, 2021. On June 23, 2021, Respondent provided the signed authorizations.

20. On September 1, 2021, Javon Bea Hospital served supplemental written discovery requests based on information received from the medical authorizations. Respondent did not respond to the supplemental written discovery requests.

21. On November 9, 2021, Javon Bea Hospital filed a motion to compel or, in the alternative, to dismiss for want of prosecution.

22. On November 10, 2021, Respondent made an oral motion requesting 14 days to provide outstanding discovery. On November 19, 2021, the court entered an order requiring Respondent to answer the supplemental discovery requests by November 23, 2021. Respondent did not respond to the supplemental discovery requests by November 23, 2021.

23. On December 2, 2021, Judge Honzel entered an order requiring Respondent to answer the supplemental discovery requests by December 16, 2021. Judge Honzel ordered that Respondent's continued failure to provide discovery would result in dismissal of True's case. Respondent did not respond to the supplemental discovery requests by December 16, 2021.

24. On December 20, 2021, Judge Honzel granted Rockford Hospital's motion to compel and ordered Respondent to answer the supplemental discovery requests by December 22, 2021.

25. On January 7, 2022, Judge Eugene Doherty, sitting in for Judge Honzel, ordered Respondent to submit answers to the supplemental discovery requests by January 6, 2022. The True matter was up in Court on December 22, 2021. However, the order from December 22, 2021 was not entered until January 7, 2022. Respondent provided answers to the supplemental discovery requests.

26. On February 23, 2022, Judge Doherty ordered Respondent to provide dates for the plaintiff's deposition within seven days. The matter was continued to March 31, 2022.

27. On March 31, 2022, Respondent failed to appear in court. Judge Doherty sanctioned Respondent and True jointly $2,700. Judge Doherty ordered Respondent to appear and noted that the case would be dismissed if he failed to appear on April 20, 2022. Respondent failed to appear on April 20, 2022.

28. On April 21, 2022, Judge Doherty dismissed True's case for want of prosecution.

29. At no time did Respondent inform True that her matter had been dismissed for want of prosecution.

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

d. failure to act with reasonable diligence and promptness in representing True by failing to comply with discovery deadlines, failing to respond to Javon Bea Hospital's motion to compel, failing to attend court, and allowing True's lawsuit to be dismissed for want of prosecution, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010); and

e. failure to keep a client reasonably advised about the status of a matter, by conduct including not telling True that her lawsuit had been dismissed, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(*Lack of Diligence, Failure to Keep Client Informed, and Misrepresentations to Client – Shaun O'Connor*)

31. On October 1, 2020, Shaun O'Connor ("O'Connor") was injured while working as a flooring contractor for Trademark Flooring Inc. Trademark Flooring Inc. was insured by Grinnell Mutual for workers' compensation claims.

32. On April 21, 2021, O'Connor and Respondent agreed that Respondent would represent O'Connor in his claims against Trademark Flooring Inc. for claims arising under the Illinois Workers' Compensation Act ("Trademark Flooring matter"). Respondent and O'Connor entered into a written contingency fee agreement relating to the Trademark Flooring matter. The agreement provided that Respondent would receive the following fee: 50% of any amount received in excess of the written offer or 18% of the total, whichever was less; $100 if the employer did not dispute liability, paid timely, and the accident resulted in specified injuries; 18% of any compensation for temporary total disability that the employer refused to pay in a timely manner or in the proper amount; and 18% of all disputed medical bills.

33. On April 21, 2021, Respondent purportedly sent Grinnell Mutual a letter indicating he was representing O'Connor in the matter and requested that Grinnell Mutual refrain from contacting O'Connor.

34. On April 30, 2021, Sherry Gillespie ("Gillespie"), the adjuster assigned by Grinnell Mutual to handle O'Connor's claim, sent O'Conner a settlement offer.

35. On May 24, 2021, Respondent left a voicemail for Gillespie indicating he would e-mail his letter of representation on May 25, 2021. Respondent did not e-mail his letter of representation on May 25, 2021.

36. On June 9, 2021, Gillespie emailed Respondent and requested a copy of his letter of representation.

37. On June 15, 2021, Respondent sent Gillespie a letter indicating he was representing O'Connor in the matter, promising to send medical records, and purportedly attaching a demand letter. Gillespie replied to Respondent that she had all of O'Connor's medical records but did not receive a demand letter.

38. On June 21, 2021, Gillespie again requested that Respondent send a demand letter.

39. On July 21, 2021, O'Connor was again injured while working as a flooring contractor for Benchmark Flooring Installation LLC.

40. On July 27, 2021, O'Connor and Respondent agreed that Respondent would also represent O'Connor in his claims against Benchmark Flooring Installation LLC, arising under the Illinois Workers' Compensation Act. ("Benchmark Flooring matter") Respondent and O'Connor entered into a written contingency fee agreement relating to the Workers' Compensation claims. The agreement provided that Respondent would receive the following fee: 50% of any amount received in excess of the written offer or 18% of the total, whichever was less; $100 if the employer did not dispute liability, paid timely, and the accident resulted in specified injuries; 18% of any compensation for temporary total disability that the employer refused to pay in a timely manner or in the proper amount; and 18% of all disputed medical bills.

41. On the same day, Respondent filed the Benchmark Flooring matter with the Illinois Workers' Compensation Commission. The clerk of the Commission assigned the case number 21-WC-23466.

42. On February 16, 2022, Murati called Gillespie and rejected Grinnell's settlement offer of $34,896.20. Later that day, Respondent emailed Gillespie and made a counter demand for $87,173. On the same date, Gillespie email Respondent and rejected his counter demand and increased Grinnell's offer to $39,227.85.

43. Between February 16, 2022 and August 1, 2022, Respondent did not have any further contact with Gillespie or Grinnell Mutual.

44. In June of 2022, Respondent called O'Connor and informed him that he had settled the Trademark Flooring matter for $105,000.

45. Respondent's statement to O'Connor that the he had settled the Trademark Flooring matter for $105,000 was false because Grinnell Mutual had not settled the Trademark Flooring matter for $105,000 or for any amount.

46. Respondent knew his statement to O'Connor that the he had settled the Trademark Flooring matter for $105,000 was false at the time he made it because Grinnell Mutual had not settled the Trademark Flooring matter for $105,000, or for any amount.

47. On August 1, 2022, Respondent sent O'Connor a copy of a settlement agreement purporting to be Grinnell Mutual's settlement of the Trademark Flooring matter.

48. On the same day, Respondent sent to O'Conner a check dated on August 5, 2022 for $87,565.25 drawn from his IOLTA account purporting to be O'Connor's share of the settlement of the Trademark Flooring matter. Respondent stated to O'Connor that Grinnell Mutual

had sent a settlement check, and he had dated O'Connor's check for August 5, 2022 to give time for the Grinnell Mutual check to clear.

49. Respondent's August 1, 2022 settlement agreement was false because the Trademark Flooring matter had not been filed with the Illinois Workers' Compensation Commission and had not been settled by August 1, 2022.

50. Respondent knew his August 1, 2022 settlement agreement was false because the Trademark Flooring matter had not been filed with the Illinois Workers' Compensation Commission and had not been settled by August 1, 2022.

51. Respondent's statement that the August 5, 2022 check represented a settlement in the Trademark Flooring matter was false because the Trademark Flooring matter had not been filed with the Illinois Workers' Compensation Commission and had not been settled by August 1, 2022.

52. Respondent knew his statement that the August 5, 2022 check represented a settlement in the Trademark Flooring matter was false because the Trademark Flooring matter had not been filed with the Illinois Workers' Compensation Commission and had not been settled by August 1, 2022.

53. Respondent's statement that Grinnell Mutual had sent a settlement check was false because the Trademark Flooring matter had not been settled by August 1, 2022.

54. Respondent knew his statement that Grinnell Mutual had sent a settlement check was false because the Trademark Flooring matter had not been settled by August 1, 2022.

55. On August 5, 2022, Respondent called O'Connor and asked him not to deposit the check until August 8, 2022 because the check from Grinnell Mutual had not cleared.

56. Respondent's statement that the check from Grinnell Mutual had not cleared was false because Grinnell Mutual had not sent a settlement check for the Trademark Flooring matter.

57. Respondent knew his statement that the check from Grinnell Mutual had not cleared was false because Grinnell Mutual had not sent a settlement check for the Trademark Flooring matter.

58. On August 8, 2022, O'Connor deposited the check from Respondent. On the same day, Respondent's IOLTA account balance was $50,724.37.

59. On August 12, 2022, Respondent's check was returned for insufficient funds. On the same day, O'Connor contacted Respondent to inquire about the status of the check. Respondent claimed the check was "good" and sent O'Connor a copy of a check that purported to be the Grinnell Mutual settlement check ("Grinnell check").

60. Respondent's statement that his settlement check was "good" and his copy of the Grinnell check were false because Grinnell Mutual had not sent, and Respondent had not received, a settlement check for the Trademark Flooring matter.

61. Respondent knew his statement that his settlement check was "good" and his copy of the Grinnell check were false because Grinnell Mutual had not sent, and Respondent had not received, a settlement check for the Trademark Flooring matter.

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

a. failing to keep a client reasonably advised about the status of a matter, by conduct including not telling O'Connor that his lawsuit had not been filed for over a year, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and

b. conduct involving dishonesty, deceit, or misrepresentation, by conduct including falsely leading O'Connor to believe that his workers' compensation matter was pending and

> settled by making false statements to O'Connor about the status of the matter, sending O'Connor a falsified settlement agreement, and sending O'Connor a false settlement check, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV
(*Lack of Diligence, Failure to Keep Client Informed, and Misrepresentations to Client – Jordan Tylor Swanson*)

63. On August 25, 2019, Jordan Tylor Swanson ("Swanson") was injured while riding as a passenger in a vehicle driven by Elizabeth Smith ("Smith"). Smith's vehicle was struck in the rear by a vehicle driven by Daniel Lewis-Rzeszutek ("Rzeszutek"). At the time of the accident, Rzeszutek's vehicle was covered by an insurance policy from State Farm Mutual Automobile Insurance Company ("State Farm").

64. In August 2020, Swanson and Respondent agreed that Respondent would represent Swanson in his personal injury claim against Rzeszutek. Respondent and Swanson entered into a written contingency fee agreement relating to the Rzeszutek matter. The agreement provided that Respondent would receive 33.33% of the settlement amount as his fee.

65. On September 18, 2020, Respondent mailed a letter to State Farm informing them of his representation and asking State Farm to contact him by September 30, 2020.

66. On October 6, 2020, State Farm sent Respondent an acknowledgement of his representation of Swanson and a request for additional information.

67. On October 14, 2020, Respondent filed a personal injury lawsuit against Rzeszutek in Winnebago County. The clerk of the court docketed the matter as *Swanson v. Lewis-Rzeszutek*, case number 2020AR00368.

68. On November 4, 2020, State Farm sent a letter to Respondent informing him of its previous offer of $11,330.03.

69. From October 14, 2020 to December 2, 2021, Respondent did not serve Rzeszutek with a copy of the complaint.

70. From November 4, 2020 to December 2, 2021, Respondent did not have any further contact with State Farm or anyone representing State Farm.

71. On June 3, 2021, Swanson sent Respondent a text message asking if Rzeszutek had appeared in court and inquiring regarding the status of the matter. That same day, Respondent called Swanson and advised him that Rzeszutek had been present in court and Respondent expected to discuss the matter with Rzeszutek's attorney.

72. Respondent's statements to Swanson that Rzeszutek had been present in court and that Respondent expected to discuss the matter with Rzeszutek's attorney were false because Respondent had not served Rzeszutek, and Rzeszutek had not appeared in court.

73. Respondent knew his statements to Swanson that Rzeszutek had appeared and that Respondent expected to discuss the matter with Rzeszutek's attorney were false when he made them because Respondent had not served Rzeszutek, and Rzeszutek had not appeared in court.

74. On July 8, 2021, Swanson sent Respondent a text message asking if they had court on the matter. On the same day, Respondent replied that there was court today and that he had just spoken with a lawyer from Rzeszutek's insurer, State Farm. That same day, Respondent called Swanson and told him that State Farm had not made a settlement offer.

75. Respondent's statements that he had just spoken with a lawyer from State Farm, and that State Farm had not made a settlement offer were false because Respondent had not served Rzeszutek and Respondent did not discuss the matter with anyone representing Rzeszutek. Respondent's statement that State Farm had not made a settlement offer was false because State Farm had made a settlement offer of $11,330.03 on November 4, 2020.

76. Respondent knew his statements were false when he made them because Respondent had not served Rzeszutek and did not discuss the matter with State Farm or anyone representing Rzeszutek after November 4, 2020.

77. On July 26, 2021, Swanson text messaged Respondent asking Respondent to inform him if he ended up speaking to State Farm during the day. Later that day, Respondent text messaged Swanson and stated:

> Called first thing in the am but no response yet. If I don't hear back by the end of the day, I'll draft a letter to send tomorrow saying that with the new interest law that just went into effect their delay is causing [*sic*] them more money.

78. Respondent's statement that he had called State Farm first thing in the morning was false because Respondent had not discussed the matter with anyone representing Rzeszutek and had no further communication with State Farm.

79. Respondent knew his statement was false when he made it because Respondent had not discussed the matter with anyone representing Rzeszutek, and had no further communication with State Farm.

80. On August 19, 2021, Swanson sent a text message to Respondent and asked to be informed how court that day proceeded. Later that day, Respondent text messaged Swanson the following:

> Hey Jordan, sorry just got back from Chicago and had a bit of a tight schedule today. He said [*sic*] expects an increased offer by Wednesday or the latest Friday.
> ***
> an increase from State Farm's original offer to you
> ***
> lol i've got it written down in your file at work, I thought it was around 15 or 18k, some kind of bs like that

81. Respondent's statement that State Farm expected an increased offer were false because Respondent had not served Rzeszutek, had not discussed the matter with anyone representing Rzeszutek, and had no further communication with State Farm.

82. Respondent knew his statements were false when he made them because Respondent had not served Rzeszutek, had not discussed the matter with anyone representing Rzeszutek, and had no further communication with State Farm.

83. On December 2, 2021, Respondent voluntarily dismissed case 2020AR00368. Respondent did not discuss dismissing the matter with Swanson and did not receive Swanson's permission to dismiss the matter.

84. From December 3, 2021 to February 16, 2022, Swanson sent Respondent 16 text messages requesting an update on the status of his matter. At no time, did Respondent inform Swanson that he had never served Rzeszutek and that he had voluntarily dismissed Swanson's matter on December 2, 2021.

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

a. failure to keep a client reasonably advised about the status of a matter, by conduct including not informing Swanson that Respondent had never served Rzeszutek and he had voluntarily dismissed case 2020AR00368, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and

b. conduct involving dishonesty, deceit, or misrepresentation, by conduct including falsely leading Swanson to believe that his personal injury matter was pending and being negotiated, by making false statements to Swanson about the status of the matter and making false statements to Swanson about negotiations in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT V

(*Conversion of $3,484.44 Belonging to Oasis Financial and False Statements to a Third Person*)

86. On October 21, 2019, Torilenya Jeffries ("Jeffries") was injured while a guest at a property owned by ESA P Portfolio, LLC ("ESAPP").

87. Prior to January 3, 2021, Jeffries and Respondent agreed that Respondent would represent Jeffries in her claims against ESAPP. Respondent and Jeffries entered into contingency fee agreement. The agreement provided that Respondent would receive 33% of any amount recovered as his fee in the matter.

88. On May 11, 2021, Jeffries applied for a pre-settlement funding loan from Oasis Financial.

89. On that same date, Oasis Financial employee Jessica Andrews ("Andrews") spoke with Respondent to determine the strength of Jeffries' case and the likelihood of recovery. Respondent stated to Andrews that Jeffries "had received an offer for $50,000 and they were still negotiating the amount up."

90. Respondent's statement to Andrews that Jeffries had received an offer for $50,000 was false because at no time did ESAPP offer to settle the Jeffries matter for $50,000, or for any amount?.

91. Respondent knew his statement to Andrews was false at the time he made it because at no time did ESAPP offer to settle the Jeffries matter for $50,000, or for any amount.

92. On the same date, relying on Respondent's representation, Oasis Financial agreed to loan Jeffries $2,200. Jeffries signed an irrevocable letter of direction instructing Respondent not to disperse any settlement funds to Jeffries until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

93. On October 27, 2021, Jeffries applied for a second pre-settlement funding loan from Oasis Financial in the amount of $800.

94. On the same date, Oasis Financial employee Angela Shaefer ("Shaefer") spoke with Respondent for an update on Jeffries' case. Respondent stated to Shaefer that Jeffries had "received an offer for $75,000 and they had accepted."

95. Respondent's statement to Shaefer that Jeffries had received an offer for $75,000 was false because at no time did ESAPP offer to settle the Jeffries matter for $75,000, or for any amount.

96. Respondent knew his statement to Shaefer was false at the time he made it because at no time did ESAPP offer to settle the Jeffries' matter for $75,000, or for any amount.

97. On the same date, relying on Respondent's representation, Oasis Financial agreed to loan Jeffries $800. Jeffries signed an irrevocable letter of direction instructing Respondent not to disperse any settlement funds to Jeffries until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

98. Prior to November 16, 2021, ESAPP agreed to settle the Jeffries matter for $37,500. On November 16, 2021, Respondent requested and received a loan payoff statement from Oasis. Oasis informed Respondent that Jeffries owed $3,484.44 with a per diem increase of $2.98 as of November 19, 2021.

99. On the same date, Respondent sent Jeffries a settlement distribution breakdown. Respondent broke down the settlement to Jeffries as follows:

Total Settlement - $37,500
Attorney Fee - $11,500
Oasis Case Loan – $3,484.44
Case Costs – Waived
Total Amount to Client - $22,515.56

100. On November 29, 2021, Broadspire, ESAPP's insurer, delivered check number 5675073597 made payable to the Law Office of Adrian Murati and Jeffries in the amount of $37,500.

101. On December 1, 2021, Respondent deposited check number 5675073597 into his IOLTA account. Prior to the deposit of check 5675073597, the balance of Respondent's IOLTA account was $37,696.44.

102. From December 1, 2021 to August 10, 2022, prior to any repayment of the $3,484.44 loan to Oasis Financial, Respondent caused disbursements to be made against Respondent's IOLTA Account for Respondent's own business and personal purposes, causing the balance in the IOLTA Account to fall to -$36,840.91 on August 10, 2022.

103. As of August 10, 2022, prior to any disbursement to Oasis Financial, Respondent had used $3,484.44 of the funds deposited into Respondent's IOLTA account to which Oasis Financial had an interest, for Respondent's own business and personal purposes.

104. At no time did Oasis Financial authorize Respondent to use any portion of the $3,484.44 in funds, described in paragraph 103 above, for Respondent's own business or personal purposes.

105. By using $3,484.44 in loan repayment funds without authority, Respondent engaged in the conversion of those funds.

106. At the time Respondent engaged in the conversion of the loan repayment funds, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

107. On August 22, 2022, Oasis Financial sent a collection letter to Jeffries indicating that, accounting for accrued interest, she would owe $4,546.34 by November 25, 2022 to repay the original loans.

108. As of May 1, 2023, the date a complaint was voted in this matter, Respondent has not repaid any of the $3,484.44 to Oasis Financial.

109. By reason of the conduct described above, Respondent 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 Oasis Financial for his own business or personal purposes and causing the balance of his IOLTA account to fall below the amount then belonging to Oasis Financial, 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 loan repayment funds to Oasis Financial, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and

c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting the Oasis Financial loan repayment funds to his own use, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VI
(*Conversion of $9,0343.49 Belonging to Oasis Financial and False Statements to a Third Person*)

110. On or about October 21, 2019, Randall Keller ("Keller") was injured while a guest at a property owned by ESAPP.

111. Prior to January 3, 2021, Keller and Respondent agreed that Respondent would represent Keller in his claims against ESAPP. Respondent and Keller entered into contingency fee

agreement. The agreement provided that Respondent would receive 33% of any amount recovered as his fee in the matter.

112. On January 5, 2021, Keller applied for a pre-settlement funding loan from Oasis Financial. In response, Oasis Financial contacted Respondent to determine the strength of Keller's case. Respondent stated that Keller's case would support a $1,000 loan comfortably.

113. Relying on Respondent's representation, Oasis Financial agreed to loan Keller $1,150. Keller signed an irrevocable letter of direction instructing Respondent not to disperse any settlement funds to Keller until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

114. On February 10, 2021, Keller applied for a second pre-settlement funding loan from Oasis Financial in the amount of $1,000. In response, Oasis Financial contacted Respondent to determine the strength of Keller's case. Respondent stated he had made a demand for $500,000 and that the case could support another $1,000 loan.

115. Relying on Respondent's representation, Oasis Financial agreed to loan Keller $1,150. Keller signed an irrevocable letter of direction instructing Respondent not to disperse any settlement funds to Jeffries until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

116. On April 1, 2021, Keller applied for a third pre-settlement funding loan from Oasis Financial in the amount of $1,000.

117. On April 2, 2021, Oasis Financial contacted Respondent to determine the strength of Keller's case. Respondent stated that Keller's case would support another $1,000 loan.

118. Relying on Respondent's representation, Oasis Financial agreed to loan Keller $525. Keller signed an irrevocable letter of direction instructing Respondent not to disperse any

settlement funds to Jeffries until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

119. On July 14, 2021, Keller applied for a fourth pre-settlement funding loan from Oasis Financial in the amount of $2,000.

120. On that same date, Shaefer spoke with Respondent for an update on Keller's case. Respondent stated to Shaefer that Keller had "received an offer for $30,000 and they had declined it."

121. Respondent's statement to Shaefer that Keller had received an offer for $30,000 was false because at no time prior to October 14, 2021 did ESAPP offer to settle the Keller matter for $30,000.

122. Respondent knew his statement to Shaefer was false when he made it because at no time prior to October 14, 2021 did ESAPP offer to settle the Keller matter for $30,000, or for any amount.

123. On that same date, relying on Respondent's representation, Oasis Financial agreed to loan Keller $1,025. Keller signed an irrevocable letter of direction instructing Respondent not to disperse any settlement funds to Jeffries until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

124. On September 22, 2021, Keller applied for a fifth pre-settlement funding loan from Oasis Financial in the amount of $5,000.

125. On that same date, Shaefer spoke with Respondent for an update on Keller's case. Respondent stated to Shaefer that he believed the case will settle for $100,000.

126. On that same date, relying on Respondent's representation, Oasis Financial agreed to loan Keller $2,000. Keller signed an irrevocable letter of direction instructing Respondent not

to disperse any settlement funds to Jeffries until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

127. On October 8, 2021, Keller applied for a sixth pre-settlement funding loan from Oasis Financial in the amount of $2,000.

128. In response, Shaefer spoke with Respondent for an update on Keller's case. Respondent stated to Shaefer that the last offer was $60,000, and he expected an increased offer in one week.

129. Respondent's statement to Shaefer that Keller had received an offer for $60,000 was false because at no time did ESAPP offer to settle the Keller matter for $60,000, or for any amount.

130. Respondent knew his statement to Shaefer was false when he made it because at no time did ESAPP offer to settle the Keller matter for $60,000, or for any amount.

131. On the same date, Oasis Financial declined to loan Keller $2,000 due to "conservative underwriting." Oasis Financial employee, David Freifeld called Respondent and informed him of their decision.

132. On that same date, Respondent called Schaefer again and stated Keller had a "$60,000 offer with no medical liens. Plaintiff is looking to net over $40,000 with the current offer."

133. Respondent's statement to Shaefer that Keller had received an offer for $60,000 was false because at no time did ESAPP offer to settle the Keller matter for $60,000, or for any amount.

134. Respondent knew his statement to Shaefer that Keller had received an offer for $60,000 was false when he made it because at no time did ESAPP offer to settle the Keller matter for $60,000.

135. On the same date, relying on Respondent's representation, Oasis Financial agreed to loan Jeffries $2,000. Jeffries signed an irrevocable letter of direction instructing Respondent not to disperse any settlement funds to Jeffries until the loan was paid. Oasis sent a letter informing Respondent of the loan and included a copy of the letter of direction.

136. On November 5, 2021, ESAPP agreed to settle the Keller matter for $37,500. On November 16, 2021, Respondent requested and received a loan payoff statement from Oasis. Oasis informed Respondent that Keller owed $9,043.49 with a per diem increase of $7.77 as of November 19, 2021.

137. On the same date, Respondent sent Keller a settlement distribution breakdown. Respondent broke down the settlement to Keller as follows:

Total Settlement - $37,500
Attorney Fee - $11,500
Oasis Case Loan – $9,043.49
Case Costs – Waived
Total Amount to Client - $16,956.51

138. On November 29, 2021, Broadspire delivered check number 5675073237 made payable to the Law Office of Adrian Murati and Keller in the amount of $37,500.

139. On December 1, 2021, Respondent deposited check number 5675073237 into his IOLTA account. Prior to the deposit of check 5675073237, the balance of Respondent's IOLTA account was $37,696.44.

140. From December 1, 2021 to August 10, 2022, prior to any repayment of the $9,043.49 loan to Oasis Financial, Respondent caused disbursements to be made against

Respondent's IOLTA Account for Respondent's own business and personal purposes, causing the balance in the IOLTA Account to fall to -$36,840.91 on August 10, 2022.

141. As of August 10, 2022, prior to any disbursement to Oasis Financial, Respondent had used $9,043.49 of the funds deposited into Respondent's IOLTA account to which Oasis Financial had an interest, for Respondent's own business and personal purposes.

142. At no time did Oasis Financial authorize Respondent to use any portion of the $9,043.49 in funds, described in paragraph 141 above, for Respondent's own business or personal purposes.

143. By using $9,043.49 in loan repayment funds without authority, Respondent engaged in the conversion of those funds.

144. At the time Respondent engaged in the conversion of the loan repayment funds, Respondent knew that he was using the funds for his own business or personal purposes, and, in doing so, he acted dishonestly.

145. On August 22, 2022, Oasis Financial sent a collection letter to Keller indicating that, accounting for accrued interest, he would owe $11,880.10 by November 25, 2022 to repay the original loans.

146. As of May 1, 2023, the date a complaint was voted in this matter, Respondent has not repaid any of the $9,043.49 to Oasis Financial.

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

a. failing 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 Oasis Financial for his own business or personal purposes and causing the balance of his IOLTA account to fall below the amount then

belonging to Oasis Financial, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

b. failing 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 loan repayment funds to Oasis Financial, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and

c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting the Oasis Financial loan repayment funds to his own use, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VII
(*Filing a False Pleading*)

148. On July 21, 2021, Valeri DeCastris ("DeCastris") and Respondent agreed that Respondent would represent DeCastris in a breach of contract matter against Jose and Nora Berumen ("Berumens"). Respondent and DeCastris entered into written fee agreement. The agreement provided that Respondent would receive $200 per hour as his fee in the matter to be billed against a $2,000 retainer.

149. On the same date, DeCastris paid Murati $2,393 which represented a $2,000 retainer, the $293 filing fee, and a $100 service fee. Respondent caused the funds to be deposited into his Operating Account.

150. Respondent, by depositing DeCastris's retainer into his Operating Account, engaged in conversion of those funds.

151. On July 21, 2021, Respondent filed a breach of contract case against the Berumens in Winnebago County. The clerk of Winnebago County assigned the matter case number 2021-SC-0001691.

152. On April 12, 2022, Respondent filed a proof of service of summons and complaint/petition. The proof of service purported to be signed by a special process server named Rafael Ramirez.

153. The proof of service filed by Respondent was false because Respondent did not have the Berumens served by Rafael Ramirez, or by any other person.

154. Respondent knew his proof of service was false when he filed it because Respondent knew he did not have the Berumens served by Rafael Ramirez, or by any other person.

155. On May 19, 2022, Judge Stephen Balogh, relying on Respondent's proof of service, granted a default judgment against the Berumens.

156. From May 19, 2022 to August 4, 2022, Respondent did not file a written default order or take any steps to enforce the default judgment.

157. On August 4, 2022, Attorney Gary R. Kardell filed an appearance on behalf of DeCastris and a motion for entry of the May 19, 2022 default judgment. Judge Balogh entered a default judgment order against the Berumens in the amount of $7,637.03.

158. On February 16, 2023, Judge Gwyn Gulley vacated the default judgment and found that Respondent's proof of service was false and fraudulent.

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

a. failing 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 not keeping DeCastris's $2,000 retainer in a separate interest-bearing account, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

b. knowingly making a false statement of fact or law to a tribunal or failure to correct a false statement of material fact or law previously made to the tribunal by the lawyer, by

conduct including falsely claiming in his proof of service to have served the Berumens in violation of Rule 3.3(a)(1) of the Illinois Rules of Professional Conduct (2010); and

c. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including falsely claiming by conduct including falsely claiming in his proof of service to have served the Berumens in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VIII
(*Failure to Cooperate with a Disciplinary Investigation*)

160. On April 7, 2022, the Administrator sent Respondent a letter via email to the email address Respondent registered with the ARDC. The letter requested a response to allegations raised by a former client, Sadete Selmani ("Selmani").

161. At no time did Respondent submit a written response to the Administrator's April 7, 2022 email.

162. On May 5, 2022, the Administrator sent a second letter via email to the email address Respondent registered with the ARDC. The letter again requested a response to the allegations raised by Selmani. Additionally, the letter referred Respondent to his obligations under Commission Rule 53 and Rule 8.1(b) of the Illinois Rules of Professional conduct.

163. On May 31, 2022, the Administrator served Respondent with a subpoena to appear for a sworn statement on June 30, 2022, via the digital platform WebEx. The Administrator served the subpoena to the email address Respondent registered with the ARDC and via registered mail to his business and home address. The subpoena commanded Respondent to appear before the Administrator via WebEx on June 30, 2022 at 10:00 a.m. Respondent received the subpoena, but did not appear for the sworn statement.

164. On August 1, 2022, the Administrator served Respondent with a subpoena to appear for a sworn statement on August 16, 2022, via the digital platform WebEx. The Administrator served the subpoena to the email address Respondent registered with the ARDC and via registered mail to his business and home address. The subpoena commanded Respondent to appear before the Administrator via WebEx on August 16, 2022 at 10:00 a.m.

165. On August 16, 2022, at the start time for his statement, Respondent telephoned counsel for the Administrator and requested a continuance. Counsel for the Administrator agreed to continue Respondent's statement to September 16, 2022 at 10:00 a.m.

166. On September 16, 2022, at the start time for his statement, Respondent telephoned counsel for the Administrator and requested another continuance. Counsel for the Administrator agreed to continue Respondent's statement to November 1, 2022 at 10:00 a.m.

167. On November 1, 2022, at the start time for his statement, Respondent telephoned counsel for the Administrator and again requested a continuance. Counsel for the Administrator refused to continue Respondent's statement. Respondent did not appear for his November 1, 2022 statement.

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

a. knowingly failing to respond to a lawful demand for information from a disciplinary authority by conduct including failing to respond to the Administrator's April 7, 2022 and May 5, 2022 emails and failing to appear for his June 30, 2022 and November 1, 2022 sworn statements, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010).

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

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Rory P. Quinn
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