

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

In the Matter of:

MICHAEL JOHN RAIZ,

Attorney-Respondent,

No. 6220425.

Commission No. 2025PR00060

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorneys, Morgan B. Handwerker and Matthew D. Lango, pursuant to Supreme Court Rule 753(b), complains of Respondent, Michael John Raiz, who was licensed to practice law in Illinois on May 5, 1994, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Conversion of at least \$274,479.45 in Client Funds –Multiple Client Matters)

1. Between January 2, 2014, and July 14, 2017, Respondent was the only owner of a law firm known as Raiz Law Group LLC in Naperville that primarily handled corporate governance, compliance, licensure and accreditation, and litigation matters.

2. At all times alleged in this complaint, Respondent also owned and operated a law firm known as Jurisprudence Health Law Group PC in Naperville that primarily handled corporate governance, compliance, licensure and accreditation, and litigation matters. Respondent has employed up to three attorneys at Jurisprudence Health Law Group PC at any given time, but at all times related to this complaint was the sole owner of the firm.

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ARDC Clerk

3. Between October 4, 2016, and January 31, 2025, Respondent maintained a client trust account at J.P. Morgan Chase Bank, ending in 0662, entitled “Jurisprudence Health Law Group PC IOLTA Trust Account” (“client trust account #1”). Respondent used the client trust account as a depository of funds belonging to Respondent's clients, to third parties, or, presently or potentially, to Respondent.

4. Beginning on or about January 1, 2025, Respondent opened and continues to maintain a client trust account at J.P. Morgan Chase Bank, ending in 6390, entitled “Jurisprudence Health Law Group PC IOLTA Trust Account” (“client trust account #2”). Respondent used the client trust account as a depository of funds belonging to Respondent's clients, to third parties, or, presently or potentially, to Respondent. On January 27, 2025, Respondent caused the balance of his client trust account #1, which on that date was \$137,899.37, to be transferred to client trust account #2.

5. At all times alleged in this complaint, Respondent also maintained an operating account at J.P. Morgan Chase Bank, ending in 0716, entitled “Jurisprudence Health Law Group PC” (the “JHLG operating account”). The operating account was used by Respondent as a depository of funds belonging to Respondent or Respondent’s law firm that were to be used for the business purposes of the firm, including rent, payroll, and other business expenses.

6. At all times alleged in this complaint, Respondent also maintained an operating account at J.P. Morgan Chase Bank, ending in 8027, entitled “Raiz Law Group LLC” (the “RLG operating account”). The operating account was used by Respondent as a depository of funds belonging to Respondent or Respondent’s law firm that were to be used for the business purposes of the firm, including rent, payroll, and other business expenses.

7. At all times alleged in this complaint, Respondent maintained a personal checking account at J.P. Morgan Chase Bank, ending in 8656 (“personal checking account”). Respondent’s personal checking account was used by Respondent as a depository of funds belonging to Respondent that were to be used for his personal expenses.

8. At all times alleged in this complaint, Respondent was the sole person responsible for signing checks drawn on client trust account #1, client trust account #2, the JHLG operating account, and his personal checking account.

9. At all times alleged in this complaint, Respondent and his spouse were the only individuals responsible for signing checks drawn on the RLG operating account.

10. As set forth in more detail below, prior to March 14, 2025, Respondent received funds on behalf of the following clients and deposited those funds into either client trust account #1 or client trust account #2. As noted in paragraph four above, Respondent transferred whatever monies that were in client trust account #1 to client trust account #2 on or about January 27, 2025.

11. As of March 14, 2025, based on the amounts Respondent received and the payments, if any, he made to or on behalf of his clients or their lienholders, Respondent should have been holding at least the following outstanding amounts (totaling \$274,479.45 in aggregate) on behalf of the following clients, their lienholders or other third parties:

- a. On or about August 27, 2024, a woman with the initials “J.Y.” engaged Respondent to assist her with the closing of the sale of her company, Affinity Hospice LLC (“Affinity”) to Integrity Health LLC (“Integrity”) for a net purchase price of \$165,000. As part of the closing agreement between J.Y. and Integrity, the net proceeds of the sale would be held in escrow pending Integrity’s receipt of the necessary licensure from the Illinois Department of Public Health. Respondent agreed to hold the \$165,000 in escrowed funds until the sale of Affinity was completed. On or about December 6, 2024, Respondent deposited check number 2018260912 from Integrity in the amount of \$165,000, which constituted the escrowed funds in connection with the sale of Affinity, into his client trust account #1. As of March 14, 2025, Respondent made no disbursements to or on behalf of J.Y. and should have been holding at least \$165,000 on behalf of J.Y. or other third parties.

- b. Clients with the initials “L.R.”, “E.R.”, and “R.R.” engaged Respondent to assist them with the closing of the sale of their company, LMR Indiana Home Health, Inc. (“LMR Indiana”) to Luxe Home Health for a total purchase price of \$200,000. Respondent agreed to hold \$100,000 in escrowed funds until the sale of LMR Indiana was completed. On or about November 22, 2024, Respondent deposited check number 1007 from Luxe Home Health LLC in the amount of \$100,000, which constituted the escrowed funds in connection with the sale of LMR Indiana, into his client trust account #1, which he later transferred to client trust account #2. On January 27, 2025, Respondent disbursed \$925.75 from JHLG’s operating account to Accounting Services by Karen Inc. on behalf of LMR Indiana as payment for accounting services incurred by LMR Indiana from JHLG’s operating account. The payment to Accounting Services by Karen Inc. on behalf of LMR Indiana was authorized by the client. The \$925.75 was intended to be subtracted from the \$100,000 which L.R., E.R., and R.R. believed was held in escrow. Therefore, as of March 14, 2025, Respondent should have been holding at least \$99,074.25 on behalf of L.R., E.R., and R.R. or other third parties.
- c. On behalf of a client named LMR Indiana, Respondent received and deposited check number 10341 from Klein, Daday, Aretos & O’Donogue LLC dated January 15, 2025, in the amount of \$1,400.00, which constituted the funds which were held in LMR Indiana Home Health’s previous counsel’s IOLTA account, into his client trust account #1. As of March 14, 2025, Respondent made no disbursements to or on behalf of LMR Indiana Home Health and should have been holding at least \$1,400.00 on behalf of LMR Indiana Home Health its lienholders, or other third parties.
- d. On behalf of a client called ReEnergize, Respondent received and deposited check number 10342 from Klein, Daday, Aretos & O’Donogue LLC dated January 15, 2025, in the amount of \$5,059, which constituted the funds which were held in ReEnergize’s previous counsel’s IOLTA account, into his client trust account #1. As of March 14, 2025, Respondent made no disbursements to or on behalf of ReEnergize and should have been holding at least \$5,059 on behalf of ReEnergize, its lienholders, or other third parties.
- e. On behalf of a client named DDI Holdings, Respondent received and deposited check number 10345 from Klein, Daday, Aretos & O’Donogue LLC dated January 17, 2025, in the amount of \$3,072.50, which constituted the funds which were held in DDI Holding’s previous counsel’s IOLTA account, into his client trust account #1. As of March 14, 2025, Respondent made no disbursements to or on behalf of DDI Holdings and should have been holding at least \$3,072.50 on behalf of DDI Holdings, its lienholders, or other third parties.

12. As of March 14, 2025, Respondent had drawn the balance in client trust account #2 account to \$3.55, by drawing checks on that account in payment of his business and personal obligations, or by transferring funds from the IOLTA account to other accounts.

13. By drawing checks on client trust account #1 and client trust account #2 or making transfers to other accounts in payment of his own business or personal obligations, as of March 14, 2025, Respondent used for his own purposes at least \$274,479.45 of the above clients' funds, which he should have been holding for their benefit or the benefit of their lienholders or other third parties.

14. At no time did Respondent have authority from the clients listed in paragraph 11, above or any 3rd parties who had an interest in these funds, to use for his own business or personal purposes any portion of the settlement proceeds due to those clients, to their lienholders, or to other third parties.

15. Respondent's use of the \$274,479.45 as set forth in paragraph 11, above constitutes conversion of the funds due to his clients, their lienholders, or to other third parties.

16. At the time Respondent used the funds due to the clients set forth in paragraph 11, above, to their lienholders, or to other third parties, Respondent acted dishonestly, as he knew that he was using those funds for his own business or personal purposes.

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

- a. failure to hold property of a client or third person that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$274,479.45 of client funds relating to the clients listed in paragraph 11 above, by causing the balance in Respondent's client trust account #2 to fall below the amount then belonging to clients listed in paragraph 11 above, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to prepare and maintain complete records of a client trust account in violation of Rules 1.15(a)(1) through 1.15(a)(8) of the Illinois Rules of Professional Conduct (2010);
- c. failure to promptly deliver to the client or third person any funds that the client or third person is entitled to receive, by conduct including failing to promptly deliver the \$274,479.45 of settlement funds that the clients listed in paragraph three,

above, and their lienholders were entitled to receive, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and

- d. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting at least \$274,479.45 of escrowed funds relating to the clients listed in paragraph 11, above, to Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Commingling of Client Funds – J.P. Morgan Chase Bank Accounts)

18. The Administrator realleges and incorporates paragraphs one through 17 of Count I, above.

19. Between June 1, 2024, and continuing through at least July 30, 2025, Respondent made a total of at least thirty-two (32) deposits of his personal funds into his client trust account #1 and client trust account #2 (collectively referred to herein as his "IOLTA accounts") that he should have been holding separate from any client funds.

20. During that time, in addition to his law practice, Respondent also had a business agreement with an individual named Robert B. wherein Respondent was entitled to approximately 7.5% of receivables for sales for certain businesses owned by Robert B.

21. Between June 11, 2024, and June 12, 2025, Respondent received thirteen (13) deposits from Wound Biologics totaling \$589,279.41. Wound Biologics was not a client of Respondent. Respondent received these funds as payment from his portion of the sales made by Robert B.'s business, Wound Biologics.

22. On March 20, 2024, Respondent received a payment from Phoenix Rising in the amount of \$5,000. Phoenix Rising was not a client of Respondent. Respondent received these funds as payment from his portion of the sales made by Robert B.'s business, Phoenix Rising.

23. Between June 4, 2024, and July 30, 2025, Respondent transferred \$5,947 from the JLHG operating account at J.P. Morgan Chase Bank ending in 0716 into his client trust accounts. The \$5,947 Respondent transferred were funds that did not belong to any of Respondent's clients.

24. Between November 6, 2024, and June 25, 2025, Respondent transferred \$12,200 from the RLG operating account at J.P. Morgan Chase Bank ending in 8027 into his client trust accounts. The \$12,200 Respondent transferred were funds that did not belong to any of Respondent's clients.

25. On July 18, 2025, Respondent received a payment from Wound Pros LLC in the amount of \$61,296. Wound Pros LLC was not a client of Respondent. Respondent received these funds as payment from his portion of the sales made by Robert B.'s business, Wound Pros LLC.

26. On July 30, 2025, Respondent received a payment from Ultra Mobile Np LLC in the amount of \$8,850. Respondent has never held client funds on behalf of Ultra Mobile Np LLC.

27. Between June 1, 2024, and July 30, 2025, Respondent made at least thirty-two (32) deposits totaling approximately \$682,572.41 of his own personal funds as described in paragraphs 21 through 26 above, into his client trust account to replenish the account with those funds that Respondent was obligated to hold on behalf of his clients and or third parties but used for his own personal and or business purposes.

28. 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 the lawyers possession in connection with a representation separate from the lawyer's own property, by conduct including making at least thirty-two (32) deposits totaling at least \$682,572.41 of Respondent's own personal funds into his client trust account between June 1, 2024, and July 30, 2025, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

COUNT III
(Failure to Cooperate with a Disciplinary Investigation)

29. The Administrator realleges and incorporates paragraphs one through 28 of Counts I and II, above.

30. On March 25, 2025, the Administrator received a request for investigation of Respondent from J.Y. related to Respondent's handling of J.Y.'s case described in paragraphs 11(a) through 17 of Count I, above. After reviewing the correspondence, the Administrator docketed investigation number 2025IN01180.

31. On April 2, 2025, counsel for the Administrator sent Respondent a letter pursuant to Commission Rule 53, requesting that Respondent submit a response to the Administrator setting forth the material facts and to produce documents related to the allegations in J.Y.'s request for investigation within 14 days.

32. At no time did Respondent submit a written response to the Administrator's April 2, 2025, letter.

33. On May 21, 2025, Administrator's counsel sent a second letter to Respondent requesting the information specified in the April 2, 2025, letter. The second letter reminded Respondent of his obligations to provide such information to the Administrator pursuant to Commission Rule 53 and Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010).

34. At no time did Respondent submit a written response to the Administrator's May 21, 2025, letter.

35. On or about July 23, 2025, an investigator for the Administrator served Respondent via personal service with a subpoena to appear for a sworn statement on August 20, 2025, at 10:00 a.m. via Microsoft Zoom, to answer questions under oath regarding the J.Y. matter and to produce documents specified in the subpoena rider on or before August 5, 2025.

36. On August 12, 2025, Administrator's counsel sent Respondent an email following up regarding the status of the documents specified in the subpoena rider. At no time did Respondent respond to the August 12, 2025, correspondence.

37. On August 18, 2025, Administrator's counsel sent Respondent an email following up regarding the status of the documents specified in the subpoena rider. At no time did Respondent respond to the August 18, 2025, correspondence.

38. On August 20, 2025, Respondent appeared via Microsoft Zoom to provide sworn testimony related to matters described in this complaint. During Respondent's sworn testimony, he testified that he received counsel for the Administrator's correspondence dated August 12, 2025, and August 18, 2025. Additionally, Respondent testified that he would produce the documents specified in the subpoena rider. To date, Respondent has failed to produce the requested documents as specified in the subpoena rider served on Respondent on July 23, 2025.

39. On August 20, 2025, Administrator's counsel sent Respondent an email requesting additional documents. The August 20, 2025, correspondence reminded Respondent of his obligations to provide such information to the Administrator pursuant Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010). At no time did Respondent respond to the August 20, 2025, correspondence.

40. On August 28, 2025, Administrator's counsel sent Respondent an email following up regarding the status of Respondent's production of the documents specified in the subpoena rider. The August 28, 2025, correspondence reminded Respondent of his obligations to provide such information to the Administrator pursuant Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010). At no time did Respondent respond to the August 28, 2025, correspondence.

41. On September 4, 2025, Administrator's counsel sent Respondent an email following up regarding the status of the documents specified in the subpoena rider. The September 4, 2025,

correspondence reminded Respondent of his obligations to provide such information to the Administrator pursuant Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010). At no time did Respondent respond to the September 4, 2025, correspondence. To date, Respondent has failed to produce the requested information as specified in Administrator's counsel's correspondence dated August 20, 2025.

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

- a. failing to respond to a lawful demand for information from a disciplinary authority, by not responding to the Administrator's requests for a response and for production documents, and failing to produce documents pursuant to the Administrator's subpoena, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator respectfully 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 and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,
Lea S. Gutierrez, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Morgan B. Handwerker
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