

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

In the Matter of:

NICHOLAS MCGRATH ZAGOTTA.

Attorney-Respondent,

No. 6305180.

Commission No. 2025PR00066

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Matthew D. Lango, pursuant to Supreme Court Rule 753(b), complains of Respondent, Nicholas McGrath Zagotta, who was licensed to practice law in Illinois on May 5, 2011, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

ALLEGATIONS COMMON TO ALL COUNTS

1. At all times related to this complaint, Respondent was the principal attorney of the Law Offices of Nicholas M. Zagotta, a general practice firm in Chicago.
2. From June 23, 2011, to approximately December 2024, Respondent maintained and was the sole signatory on an IOLTA client trust account at Lakeside Bank ending with the four digits "8283. That account was titled "Law Offices of Nicholas M. Zagotta, IOLTA Client Trust Funds Account" and was used by Respondent for the deposit and disbursement of funds of clients or third persons in Respondent's possession.
3. From April 21, 2020, to the present, Respondent maintained and was the signatory along with his spouse on a personal checking account at Bank of America ending in the

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four digits “2619”. That account was titled in the names of Respondent and his spouse and was used by the couple for their own personal and business purposes.

4. From April 17, 2020, to the present, Respondent maintained and was the signatory along with his wife, Jamie L. Zagotta, on a personal checking account at Bank of America ending in the four digits “7172”. That account was titled “Nicholas M. Zagotta and Jamie L. Zagotta” and was used by Respondent for his own personal and business purposes.

#### COUNT I

*(Unauthorized settlement, Conversion and Misrepresentation –  
Kyle D.’s partnership investment transaction)*

5. In or about 2020, Respondent’s client, Kyle D.<sup>1</sup> made a partnership investment in the amount of \$360,000 into a company that sold weight loss products to consumers.

6. Shortly after the initial investment, in or about October 2020, the company’s Principal determined to dissolve the partnership with Kyle D. and agreed to work with him in recouping his investment.

7. On or about February 7, 2021, Respondent agreed to represent Kyle D. in the negotiations with the company’s Principal concerning the return of his \$360,000 partnership investment. On that date, Respondent and Kyle D. agreed that he would pay Respondent a flat fee of \$7,500 to complete the matter plus 25% of any amount recovered on his behalf. Respondent did not reduce the fee agreement to writing.

8. On or about February 7, 2021, Kyle D. paid Respondent \$7,500 in cash to Respondent which represented the flat fee Kyle D. and Respondent agreed to for Respondent to handle the matter. Shortly after that date, Respondent began negotiations with the company’s Principal for the return of Kyle D.’s investment.

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<sup>1</sup> To protect the identity of Respondent’s former clients in this complaint, all are referred to by their first name and last initial.

9. On or about March 30, 2022, Respondent and the Company's Principal negotiated a purported settlement of \$265,000 whereby Walton would pay \$139,500 upfront to Kyle D. and would pay the remaining balance in installments.

10. At no time did Respondent have authorization from Kyle D. to settle his claims against the company for anything other than the full return of his \$360,000 investment. Kyle D. did not authorize Respondent to accept an offer of settlement for \$265,000 or any amount other than \$360,000. Respondent knew that he did not have such authorization from Kyle D. at the time he told the company's Principal that he was agreeing to settle the claims.

11. At no time after March 30, 2022, did Respondent tell Kyle D. that he had entered into a purported settlement with the company's Principal for an amount less than Kyle D. had authorized him to accept.

12. On March 30, 2022, and on April 4, 2022, the company's Principal sent Respondent two wire-transfers in the respective amounts of \$31,500 and \$108,000, respectively, to Respondent's client trust account ending in "8283" at Lakeside Bank. The \$139,500 represented the amount the company's Principal agreed to pay under the terms of the settlement agreement made with Respondent in dissolving the partnership investment Kyle D. had with the company and its Principal.

13. Between March 31, 2022, and August 12, 2022, Respondent made six disbursements totaling \$34,000, from the settlement funds to Kyle D. As of August 12, 2022, Kyle D. did not know Respondent had purportedly settled the matter or that Respondent was still holding \$105,500 that belonged to him based on the terms of the settlement Respondent negotiated, without authorization, with the company's Principal.

14. As of August 31, 2022, prior to any further distribution of settlement funds to or on behalf of Kyle D., the balance in Respondent's client trust account fell to \$373.96 as Respondent drew funds on the account in payment of his business and personal obligations.

15. Between March 30, 2022, and August 31, 2022, Respondent used for his own business and personal obligations at least \$105,126.04 of Kyle D.'s settlement funds.

16. At no time did Kyle D. or anyone on his behalf authorize Respondent to use any portion of the settlement funds for Respondent's own business or personal purposes.

17. Respondent's conduct in using the \$105,126.04 constituting settlement funds received in connection with Respondent's representation of Kyle D. without authority constitutes conversion.

18. At the time Respondent used the \$105,126.04 in settlement proceeds for his own business and personal purposes, he acted dishonestly because he knew that he was using those funds without authority.

19. In or about August 2022, Kyle D. made numerous attempts to contact Respondent after he stopped receiving payments from Respondent, believing that he would be receiving payments on at least a monthly basis. At no time did Respondent respond to Kyle D.'s calls and or text messages requesting information about the return of his investment.

20. On March 25, 2024, Kyle D. filed a charge with the Illinois Attorney Registration and Disciplinary Commission regarding Respondent's conduct in the unauthorized settlement of the return of his partnership investment and failure to return the remaining settlement proceeds owed to him.

21. As of the date of the filing of this complaint, Respondent has neither communicated with Kyle D. nor returned any portion of the remaining settlement proceeds owed to him.

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

- a. failure to consult with a client as to the means by which the objectives of the representation are to be pursued by conduct including Respondent's settling Kyle D.'s case without his authority to do so, in violation of Rule 1.2(a) of the Illinois Rules of Professional Conduct (2010);
- b. failing 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 \$105,126.04 of Kyle D.'s settlement funds to his own business or personal use, by causing the balance in Respondent's client trust account to fall below the amount then belonging to Kyle D., in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting \$105,126.04 of Kyle D.'s settlement funds for Respondent's own use, without authorization, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

## COUNT II

*(Neglect, Failure to Communicate, and Failure to Return an Unearned Fee – Atticus F.'s Corporate Matter)*

23. On or about July 15, 2024, Respondent agreed to represent Atticus F. in relation to organizing a limited liability company in Illinois on Atticus F.'s already existing business and writing a standard contract agreement for his customers. Respondent and Atticus F. agreed that Atticus F. would pay Respondent \$1,148 for Respondent's retainer and filing fees in connection with handling the matter.

24. Between July 25, 2024, and August 13, 2024, Atticus F. sent Respondent three payments via Zelle totaling \$1,148. Each time Atticus F. sent Respondent a payment, Respondent confirmed that he received the payment of funds from him.

25. As of October 24, 2024, Respondent had not taken any action to prepare or submit to the Illinois Secretary of State the documents necessary to incorporate Atticus F.'s limited liability corporation, nor did he ever provide Atticus F. with a draft of a contract to use with his company's customers. Instead, as discussed more specifically below, between July 29, 2024, and October 24, 2024, Respondent told Atticus F., in a series of messages, emails, or conversations, that he was working on the preparation and submission of the documents.

26. On or about July 29, 2024, Respondent told Atticus F. that "If I filed today, everything should be return to us, up and running in seven to eight days."

27. On or about August 10, 2024, Atticus F. messaged Respondent inquiring as to the status of the LLC. On August 13, 2024, Respondent sent Atticus F. a message in response stating "sorry for the delay, buddy...been out of town and will be back tomorrow. I'll get you an update in the morning. I know the contract is done but waiting on SOS [Secretary of State] for LLC docs."

28. On September 3, 2024, Atticus F. contacted Respondent again about the status of the LLC since he had not heard anything more from him. Respondent did not respond to Atticus F.'s message at that time.

29. On September 14, 2024, Atticus F. messaged Respondent again inquiring into the status of the LLC. In response, Respondent replied "Let's connect tomorrow morning? I'll pull all the documents from your file so you're off and running buddy!" On that date, Atticus F.

messed Respondent requesting an invoice and or receipt but did not receive a reply from Respondent.

30. On September 18<sup>th</sup> and September 23<sup>rd</sup>, 2024, Atticus F. tried to contact Respondent to inquire as to the status of the LLC. At no time did Respondent respond on either date.

31. On September 26, 2024, Respondent sent a text message to Atticus F. stating “Morning! Sorry for the delay, been stuck in a trial...I’ll get everything over to ya [sic] this afternoon buddy. Hope you’re doing well. Thanks!” At no time did Respondent produce the documents to Atticus F. as he promised in his September 26, 2024, message to him.

32. On October 7, and October 9, 2024, Atticus F. again sent messages to Respondent requesting he send him the LLC documents that he alleged he completed.

33. On October 25, 2024, Respondent sent Atticus F. a text message stating “Happy to refund your fee if you’d like, buddy. Or I’ll just get the documents out and you’ll be off and running. Your call. Delay was my fault. Please advise. Thank you.” On that date, Atticus F. replied to Respondent’s message requesting his money back.

34. On or about October 29, 2024, Respondent sent Atticus F. a message stating “In court. Will issue a refund via certified check. Do you want it made out to you or the company? Thanks.” On that same date, Atticus F. responded to Respondent’s message with his address of where to send the check. In response, Respondent replied that he would tell the “accounting department” to get the check out immediately, and that he would let Atticus F. know as soon as it went out. Respondent did not send a refund check to Atticus F.

35. On November 10, 2024, Atticus F. filed a charge with the Illinois Attorney Registration and Disciplinary Commission regarding Respondent's conduct and his failure to return the \$1,148 Atticus F. paid to Respondent for his retainer and filing fees.

36. As of the date of the filing of this Complaint, Respondent did not perform sufficient work or incur sufficient costs which would entitle him to retain the \$1,148 from Atticus F.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to complete Atticus F.'s LLC documents and standard contract agreement, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep a client reasonably informed about the status of a matter, by conduct including not advising Atticus F. that he had not completed the LLC documents and standard contract agreement, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. failure to surrender property to refund an unearned fee, by conduct including failing to refund any unearned portion of the \$1,148 for fees and costs Atticus F. paid to Respondent in connection with Respondent's agreement to complete the LLC documents and standard contract agreement for Fair, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).



COUNT III

*(Conversion; Failure to return an unearned fee and failure to provide a statement of account of costs incurred – Kathleen C.'s Employment Matter)*

38. On July 16, 2024, Respondent and Kathleen C. agreed Respondent would represent her in matters relating to her claim to have been wrongfully terminated by her former employer, which she claimed took place just prior to her being qualified for a significant bonus.

39. On that date, Respondent and Kathleen C. agreed that she would pay Respondent a \$4,500 retainer fee, as a flat fee upfront, plus a contingency fee of twenty-five percent of any amount recovered on Kathleen C.'s behalf. Respondent never reduced the fee agreement to writing.

40. On or about July 18, 2024, Kathleen C. sent Respondent a wire transfer from her Chase account in the amount of \$4,000 to Respondent and an additional \$500 using the digital payment platform Zelle, which represented the retainer fee Kathleen C. and Respondent agreed to. On that date, Respondent confirmed that he received the \$4,500 payment of funds from Kathleen C.

41. Beginning on July 26, 2024, through December 23, 2024, Respondent contacted Kathleen C. on numerous occasions requesting additional payments for various expenses he claimed to have incurred in connection with her case. Respondent told Kathleen C. that he needed the funds to pay for his travel expenses to New York to negotiate a settlement with opposing counsel in the case. On other occasions, he told Kathleen C. he needed money for a private investigator and to pay for photographs of her former employer's workplace.

42. Between July 26, 2024, and January 6, 2025, Kathleen C. made twenty additional payments via Zelle to Respondent totaling \$10,837.96, beyond the initial retainer payment of \$4,500. The nineteen payments represented the advanced costs Respondent allegedly

incurred in connection with his representation of Kathleen C.'s case. With the exception of one \$500 payment, which he deposited into his IOLTA account at Lakeside Bank account ending in "8283," Respondent did not deposit the other nineteen payments into an IOLTA or other client fund account. Instead, the payments were Zelle'd to Respondent's personal checking accounts shared with his spouse, ending in the four digits "2619" and "7172" at Bank of America.

43. On July 26, 2024, Respondent received via Zelle a \$500 payment in advanced costs from Kathleen C. into his Lakeside Bank IOLTA account ending in "8283."

44. Between August 5, 2024, and January 6, 2025, Respondent received via Zelle a total of \$9,549 in advanced costs from Kathleen C. into his BOA account ending in "2619."

45. Between July 29, 2024, and September 16, 2024, Respondent received via Zelle a total of \$788.96 in advanced costs from Kathleen C. into his BOA account ending in "7172."

46. Between July 26, 2024, and August 7, 2024, prior to any distribution of funds for costs to or on Kathleen C.'s behalf, the balance in Lakeside Bank account ending in "8283" was overdrawn by -\$29.21 as Respondent drew funds on the account in payment of his business or personal obligations.

47. Between August 5, 2024, and January 6, 2025, prior to any distribution of funds for costs to or on Kathleen C.'s behalf, the balance in BOA account ending in "2619" fell to \$123.47 as Respondent drew funds on the account in payment of his business or personal obligations.

48. Between July 29, 2024, and September 19, 2024, prior to any distribution of funds for costs to or on behalf of Kathleen C.'s behalf, the balance in BOA account ending in "7172" fell to \$151.83 as Respondent drew funds on the account in payment of his business or personal obligations.

49. Between July 26, 2024, and August 7, 2024, Respondent used for his own business or personal obligations at least \$500 of Kathleen C.'s advanced costs in Lakeside Bank IOLTA account ending in "8283."

50. Between August 5, 2024, and January 6, 2025, Respondent used for his own business or personal obligations at least \$9,425.53 of Kathleen C.'s advanced costs in BOA account ending in "2619".

51. Between July 29, 2024, and September 19, 2024, Respondent used for his own business or personal obligations at least \$637.13 of Kathleen C.'s advanced costs in BOA account ending in "7172."

52. At no time did Kathleen C., or anyone on her behalf, authorize Respondent to use any portion of the advanced costs for Respondent's own business or personal use.

53. Respondent's conduct in using a total of at least \$10,562.66 of the advanced costs given to him by Kathleen C., without authority, constitutes conversion.

54. At the time Respondent used the \$10,562.66 in advanced costs for his own business and personal purposes, he acted dishonestly because he knew that he was using those funds without authority and not for their intended purpose.

55. Between July 26, 2024, and December 2025, Kathleen C. repeatedly attempted to contact Respondent via phone, text, and email to inquire about the funds she advanced to him to confirm the costs he claimed to have incurred. Respondent did not respond to Kathleen C.'s request for information or provide Kathleen C. with receipts of the costs he claimed to have incurred in connection with her case.

56. On or about December 12, 2024, Respondent, on behalf of Kathleen C., negotiated a settlement in the amount of \$100,000 from her former employer.

57. On or about January 6, 2025, Respondent contacted Kathleen C. to request a \$2,000 advance from her. Respondent told her the reason he wanted the funds was “wanted to make it look like you hired me again to go after Bonnie Plants LLC because the settlement check arrived late.” Respondent told Kathleen C. he would return the additional \$2,000 within a couple of days. On that date, Kathleen C. sent Respondent the \$2,000 via Zelle. On that date, Respondent confirmed he received \$2,000 from Kathleen C.

58. On or about January 6, 2025, Respondent received a check in the amount of \$25,000 the former employer representing Respondent’s attorney’s fees in representing Kathleen C. On or about that same date, Respondent also received a separate check made payable to Kathleen C. in the amount of \$39,544.14 which represented her portion of the settlement minus employee federal and state taxes. Respondent forwarded the check to Kathleen C. under separate cover after he received it.

59. Between January 16, 2025, and January 28, 2025, Kathleen C. made numerous attempts to contact Respondent via text message to inquire about the return of the \$2,000 she advanced him. At no time between January 16, 2025, and January 28, 2025, did Respondent respond to Kathleen C.’s request for the return of the \$2,000 she advanced to him.

60. On February 27, 2025, Kathleen C. filed a charge with the Illinois Attorney Registration and Disciplinary Commission regarding Respondent’s conduct and his failure to provide a statement of account of the \$10,837.96 in advanced costs she paid him and his failure to return the \$2,000 Kathleen C. advanced to him.

61. As of the date of the filing of this complaint, Respondent has neither communicated with Kathleen C. and or refunded any portion of the \$2,000 Kathleen C. advanced to Respondent.

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

- a. failure to keep a client reasonably informed about the status of a matter, by failing to respond to Kathleen C.'s repeated requests for a statement of account of the \$10,837.96 in costs she advanced to Respondent, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010).
- b. failure to reduce a contingent fee agreement to writing, by conduct including failing to prepare and present a written contingency-fee agreement for execution by Kathleen C., in violation of Rule 1.5(c) of the Illinois Rules of Professional Conduct;
- c. failing 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 \$10,562.66 of Kathleen C.'s advanced costs for his own business or personal use, by causing the balance in Respondent's Bank of America accounts to fall below the amount then belonging to Kathleen C., in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);
- d. failure to refund any advanced payment of fee or expense that has not been earned or incurred, by Respondent's failure to return any portion of the \$2,000 Kathleen C. advanced to him, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010); and
- e. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly converting \$10,526.66 of Kathleen C.'s advanced costs for Respondent's own use, without authorization, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV  
*(Failure to return an unearned fee – Betty Jo R.’s  
Employment Matter)*

63. On or about February 28, 2024, Betty Jo R.’s and Respondent agreed Respondent would represent her in matters relating to her negotiation of a separation agreement with her former employer. On that date, Respondent and Betty Jo R. agreed that she would pay Respondent a \$2,500 flat fee for his services.

64. On or about February 28, 2024, Betty Jo R. sent \$1,500 to Respondent via the digital payment platform Square, which represented a portion of the retainer fee Betty Jo R. and Respondent agreed to. On that date, Respondent confirmed that he received the \$1,500 payment of funds from Betty Jo R.

65. On or about March 6, 2024, Respondent received a draft separation agreement from Betty Jo R.’s employer. Respondent then presented Betty Jo R. with the separation agreement which, based on his advice, Betty Jo R. agreed to sign. On that date, Respondent and Betty Jo R. agreed that she would pay Respondent the remaining balance of the retainer before signing the agreement.

66. On or about March 6, 2024, Betty Jo R. sent an additional \$1,000 payment to Respondent via Square, which represented the remaining balance of the retainer fee she owed to Respondent. On that date, Respondent confirmed that he received the \$1,000 payment of funds from Betty Jo R.

67. Shortly thereafter, Respondent sent the separation agreement to Betty Jo R. via email for her signature which she approved, signed and returned to Respondent. Respondent sent the signed separation agreement to Betty Jo R.’s former employer which they confirmed was received.

68. Beginning on or about March 23, 2024, and through April 24, 2024, Betty Jo R. received several text messages from the digital payment platform Square for services being charged by Respondent's firm Ezmediate LLC. The charges are outlined below as follows:

• 3/23/2024	\$350.00	Professional Services
• 3/27/2024	\$350.00	Professional Services
• 3/28/2024	\$350.00	Professional Services
• 3/29/2024	\$350.00	Professional Services
• 4/04/2024	\$350.00	Professional Services
• 4/05/2024	\$275.00	Professional Services
• 4/06/2024	\$250.00	Professional Services
• 4/07/2024	\$225.00	Professional Services
• 4/14/2024	\$105.00	Professional Services
• 4/16/2024	\$145.00	Professional Services
• 4/18/2024	\$105.00	Professional Services
• 4/20/2024	\$175.00	Professional Services
• 4/24/2024	\$95.00	Professional Services

69. Between March 23, 2024, and April 25, 2024, Betty Jo R. contacted Respondent after each text message from Square to inform him of the charge for services by his firm. On each occasion, Respondent told Betty Jo R. that his firm was having trouble with Square and that he would reimburse her for the charges.

70. Respondent's statements to Betty Jo R. that his firm was having trouble with Square and that he would reimburse her for the charges were false because Respondent intentionally made the charges to her credit card.

71. Respondent knew that his statements to Betty Jo R. that his firm was having trouble with Square and that he would reimburse her for the charges were false at the time he made them because Respondent intentionally charged Betty Jo R.'s credit card for fees that he did not earn and to which he was not entitled.

72. Between March 23, 2024, and April 25, 2024, Respondent did not perform any services for Betty Jo R. that would have justified his retention of \$2,855 from her. In addition, Betty Jo R. had already paid Respondent all of the fees he was owed under their agreement.

73. At no time after April 25, 2024, did Respondent have the charges disputed with Square and refunded back to Betty Jo R.'s account as he told her he was going to do.

74. On or about April 18, 2024, Betty Jo R. contacted her credit card company, JPMorgan Chase Bank, to try to stop the charges from Respondent's firm from being processed. At that time, the bank denied Betty Jo R.'s request to dispute the charges because she could not provide evidence to show that Respondent had not completed the services for which she had been charged.

75. As of the date of this complaint, Respondent has not refunded any of the \$2,855 charged to Betty Jo R.'s account for services Respondent did not perform.

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

- a. failure to refund any advanced payment of fee or expense that has not been earned or incurred, by conduct including failing to refund any portion of the \$2,855 Betty Jo R. incurred from Square for professional services paid to Respondent which Respondent did not provide, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010), and
- b. conduct involving fraud, dishonesty, deceit, or misrepresentation by conduct including intentionally charging Betty Jo R.'s credit card for fees that he did not earn and falsely stating to Betty Jo R. that the charges were unintentional and would be refunded, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).



COUNT V

*(Neglect, failure to keep a client informed, and failure to return an unearned fee –  
Bernique S.'s Wrongful Termination Lawsuit)*

77. On or about February 21, 2024, Bernique S. and Respondent agreed Respondent would represent her in matters relating to her wrongful termination claims against her former employer. On that date, Respondent and Bernique S. agreed that she would pay Respondent a \$1,000 flat fee, plus a contingency fee of thirty percent of any amount Respondent recovered on Bernique S.'s behalf. Respondent also sent Bernique S. an intake form that she completed and returned to Respondent.

78. On or about February 21, 2024, Bernique S. sent \$1,000 to Respondent via the digital payment platform Square, which represented the agreed retainer fee between Bernique S. and Respondent. On that date, Respondent confirmed that he received the \$1,000 payment of funds from Bernique S.

79. On or about March 18, 2024, March 22, 2024, and April 11, 2024, the HR department of Bernique S.'s former employer contacted her via email regarding her claims, which caused her to believe that the company was unaware of the fact that Respondent was representing her. Each time Bernique S. received an email from her former employer, she attempted to contact Respondent via phone calls, texts, and emails, as she realized Respondent had not yet contacted her former employer regarding her wrongful termination claims. Despite receiving these messages, Respondent did not return Bernique S.'s calls, and or respond to her text messages and or emails.

80. Between March 2024, and April 2024, Bernique S. continued to attempt to contact Respondent for a status update of her case. Despite receiving these messages,

Respondent did not respond to Bernique S.'s calls, text messages or emails or requests for information.

81. On April 29, 2025, Bernique S. filed a charge with the Illinois Attorney Registration and Disciplinary Commission regarding Respondent's conduct and his failure to return the unearned fee Bernique S. paid to Respondent.

82. As of the date of the filing of this complaint, Respondent has not performed sufficient work or incur sufficient costs which would entitle him to retain the \$1,000 he received from Bernique S., nor has Respondent refunded any portion of Bernique S.'s fee.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including not filing Bernique S.'s wrongful termination claims, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep a client reasonably informed about the status of a matter, by conduct including not advising Bernique S. he had not filed or pursued her wrongful termination claims, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);
- c. failure to refund any advanced payment of fee or expense that has not been earned or incurred, by conduct including failing to refund any unearned portion of the \$1,000 fee Bernique S. paid to Respondent, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010).

COUNT VI  
*(Failure to Cooperate with Disciplinary Investigations)*

84. The Administrator realleges and incorporates paragraphs 1 through 83 above.

85. Between March 25, 2024, and March 18, 2025, the Administrator initiated five investigations of Respondent from five different former clients related to Respondent's handling of each of their cases. After reviewing the correspondence, the Administrator docketed investigations into each of their allegations as matters 2024IN01143, 2024IN04058, 2025IN00577, and 2025IN00793, respectively. Accordingly, between the dates stated above, counsel for the Administrator sent Respondent letters both via email and US Post to the address Respondent previously provided the registration department at the ARDC during the annual registration process mandated by Supreme Court Rule 756, requesting that Respondent submit a response and documentation regarding each of the allegations. All of the letters sent to Respondent were delivered to him and were not returned to sender or forwarded to another address. Respondent received the Administrator's letters, but he did not respond to them.

86. On April 9, 2025, counsel for the Administrator sent Respondent an email to Respondent's email address previously provided the registration department at the ARDC, requesting Respondent submit a response and documents regarding the allegations in each of the five investigation matters docketed as 2024IN01143, 2024IN04058, 2025IN00577, 2025IN00793 and 2025IN01075 by April 16, 2025.

87. On April 16, 2025, Respondent sent an email to counsel for Administrator in response to counsel's April 9, 2025, email, requesting a seven-day extension. On that date, counsel for the Administrator agreed to a final extension for Respondent to submit response and documents to the five matters by April 23, 2025.

88. As of April 23, 2025, Respondent failed to produce any response to the five investigation matters described above.

89. On April 24, 2025, the Administrator issued a subpoena that required Respondent's appearance for a sworn statement via Microsoft Teams and the production of documents on May 7, 2025, regarding the five investigations pending against him.

90. On April 24, 2025, the Administrator served Respondent via Federal Express, Regular Mail and email with the Administrator's subpoena. On that date, Respondent emailed counsel for the Administrator and acknowledged receipt of the subpoena. Respondent also stated that he would provide written responses to the above-referenced investigations before the date of his sworn statement.

91. On May 7, 2025, Respondent did not appear for his sworn statement, nor did he contact counsel for the Administrator to request that his appearance be rescheduled. Respondent's appearance has never been rescheduled for a date thereafter, nor has it been waived or excused.

92. To date, Respondent has provided no written response or documentation of any kind to the Administrator with regard to the above-referenced investigations.

93. 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 of the client files, as well as for failing to appear on May 7, 2025, pursuant to the Administrator's subpoena, requesting Respondent's appearance for a sworn statement, 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/ Matthew D. Lango  
Matthew D. Lango

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