

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

In the Matter of:

MICHAEL JEFFREY GUNDERSON,

Attorney-Respondent,

No. 6289644.

Commission No. 2025PR00051

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Evette L. Ocasio, pursuant to Supreme Court Rule 753(b), complains of Respondent, Michael Jeffrey Gunderson, who was licensed to practice law in the State of Illinois on November 9, 2006, 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. Since 2008, Respondent has worked as either a sole proprietor or in a partnership, and his practice has focused on real estate and bankruptcy matters. Beginning in June 2022, Respondent was the sole attorney of the law firm styled as Gunderson Law Firm, LLC and continued to focus his practice on real estate and bankruptcy matters.

2. Beginning in May 2014, Respondent maintained and was the sole signatory on a checking account at JPMorgan Chase Bank (“Chase Bank”) ending with the four digits 7919 (“personal checking account”). Respondent’s personal checking account was titled “MICHAEL JEFFREY GUNDERSON” and Respondent used the account as both his personal checking account, and later for business purposes.

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ARDC Clerk

3. Beginning in May 2020, Respondent maintained and was the sole signatory on a checking account at First Eagle Bank ending with the four digits 9101 (“Real View checking account”). The Real View checking account was titled “GUNDYLAW PC” and was initially used by Respondent as a depository of funds belonging Respondent’s client, Real View Design and Development, third parties, or, presently or potentially, to Respondent.

4. Beginning in February 2022, Respondent maintained and was the sole signatory on an IOLTA client trust account at First Eagle Bank ending with the digits 6301 (“IOLTA account”). The IOLTA account was titled “GUNDYLAW PC IOLTA CLIENT TRUST ACCOUNT” and was used by Respondent as a depository of funds belonging to Respondent’s clients, third parties, or, presently or potentially, to Respondent, and which were unrelated to Real View Design and Development.

5. Beginning in January 2023, Respondent maintained and was the sole signatory on a checking account at Chase Bank ending with the digits 3766 (“operating account”). The operating account was titled “VILLAGE LEGAL SERVICES LLC” and was used by Respondent for his own business purposes.

COUNT I
(Conversion of \$175,000 – Real View Investment)

6. As of 2016, individuals with the initials “P.M.” and “F.L.” were the co-owners and principals of Real View Design and Development, LLC, (“Real View”) a custom home developer.

7. Beginning in or about 2016, Respondent agreed to represent Real View in real estate transactions. Over time, Respondent also represented Real View, P.M., and F.L. in other legal matters.

8. As part of Respondent's representation of Real View, he would occasionally receive funds on behalf of Real View from its investors and would disburse those funds at Real View's direction.

9. On January 13, 2023, a Real View investor caused \$175,000 to be wire transferred into Respondent's Real View checking account, described in paragraph three, above. The \$175,000 wire transfer represented an investment in a Real View development project and Respondent learned of the wire transfer at the time it was made, or shortly thereafter.

10. As of February 14, 2023, Respondent had not received any authorization from Real View to disburse any portion of the \$175,000 investment described in paragraph nine, above. Therefore, as of February 14, 2023, Respondent was required to maintain at least \$175,000 on behalf of Real View.

11. On February 14, 2023, Respondent overdrew the balance in his Real View checking account by -\$563.46 by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of February 14, 2023, Respondent had used, for his own business or personal purposes, \$175,000 in investment funds he received on behalf of Real View and which he should have been holding until Real View directed and authorized the disbursement of those funds. Respondent's use of those funds constitutes conversion.

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

13. By reason of the conduct described above that occurred before July 1, 2023, Respondent 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, converting \$175,000 in investment funds received on behalf of Real View, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$175,000 in investment funds received on behalf of Real View for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Conversion of \$26,731.06 – The 4th Avenue Property)

14. Prior to April 10, 2023, Respondent agreed to represent the owners of a property located on 4th Avenue in Libertyville (“the 4th Avenue property”) in the sale of the property.

15. On or about April 10, 2023, the owners and the buyer entered into a real estate contract relating to the proposed sale of the 4th Avenue property in which they agreed that the buyer would make earnest payments totaling \$27,500. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

16. On April 10, 2023, the buyer of the 4th Avenue property caused \$5,000 to be wire transferred into Respondent's Real View checking account. The \$5,000 represented a portion of the earnest money for the 4th Avenue property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

17. On May 4, 2023, the buyer of the 4th Avenue property caused an additional \$22,500 to be wire transferred into Respondent's Real View checking account. The \$22,500 represented the balance of the earnest money for the 4th Avenue property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

18. On May 18, 2023, prior to any closing on the 4th Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent drew the balance of his Real View checking account to \$768.94, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of May 18, 2023, Respondent had used, for his own business or personal purposes, at least \$26,731.06 in earnest money which he should have been holding in connection with the sale of the 4th Avenue property. Respondent's use of those funds constitutes conversion.

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

20. By reason of the conduct described above that occurred before July 1, 2023, Respondent 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, converting \$26,731.06 in earnest money for the sale of the 4th Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$26,731.06 in earnest money for the sale of the 4th Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(Conversion of \$26,897.73 – The Rice Street Property)

21. Prior to April 25, 2023, Respondent agreed to represent the owners of a property located on Rice Street in Chicago ("the Rice Street property") in the sale of the property.

22. On or about April 25, 2023, the owners and the buyer entered into a real estate contract relating to the proposed sale of the Rice Street property in which they agreed that the buyer would make earnest payments totaling \$31,750. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

23. On April 25, 2023, Respondent received check number 324 from the buyer of the Rice Street property. Check number 324 was dated April 25, 2023, and made payable to Michael Gunderson in the amount of \$5,000. On April 25, 2023, Respondent deposited check number 324 into Respondent's personal checking account. The \$5,000 represented a portion of the earnest money for the Rice Street property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

24. On May 8, 2023, prior to any closing on the Rice Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent drew the balance of his personal checking account to \$7.02, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of May 8, 2023, Respondent had used, for his own business or personal purposes, at least \$4,992.98 in earnest money which he should have been holding in connection with the sale of the Rice Street property. Respondent's use of those funds constitutes conversion.

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

26. On May 24, 2023, the buyer of the Rice Street property caused \$26,750 to be wire transferred into Respondent's IOLTA account. The \$26,750 represented the balance of the earnest

money for the Rice Street property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

27. On May 30, 2023, prior to any closing on the Rice Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent drew the balance of his IOLTA account to \$800.26, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of May 30, 2023, Respondent had used, for his own business or personal purposes, at least \$25,949.74 in earnest money which he should have been holding in connection with the sale of the Rice Street property. Respondent's use of those funds constitutes conversion.

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

29. By reason of the conduct described above that occurred before July 1, 2023, Respondent 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, converting \$30,942.72 in earnest money for the sale of the Rice Street property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$30,942.72 in earnest money for the sale of Rice Street property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV
(Conversion of \$9,199.74 – The Clybourn Avenue Property)

30. Prior to May 18, 2023, Respondent agreed to represent the owner of a property located on Clybourn Avenue, in Chicago (“the Clybourn Avenue property”), in the sale of the property.

31. On or about May 18, 2023, the owner and the buyers entered into a real estate contract relating to the proposed sale of the Clybourn Avenue property in which they agreed that the buyer would make earnest payments totaling \$18,745. The parties agreed that Respondent, as attorney for the seller, would hold the earnest money in trust for the benefit of the parties.

32. On May 18, 2023, the buyers of the Clybourn Avenue property caused \$1,000 to be wire transferred into Respondent’s IOLTA account. The \$1,000 represented a portion of the earnest money for the Clybourn Avenue property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

33. On June 6, 2023, the buyers of the Clybourn Avenue property caused \$17,745 to be wire transferred into Respondent’s IOLTA account. The \$17,745 represented the balance of the earnest money for the Clybourn Avenue property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

34. On June 14, 2023, prior to any closing on the Clybourn Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent drew the balance of his IOLTA account to \$9,545.26, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of June 14, 2023, Respondent had used, for his own business or personal purposes, at least \$9,199.74 in earnest money which he should have been holding in connection with the sale of the Clybourn Avenue property. Respondent’s use of those funds constitutes conversion.

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

36. By reason of the conduct described above that occurred before July 1, 2023, Respondent 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, converting \$9,199.74 in earnest money for the sale of the Clybourn Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$9,199.74 in earnest money for the sale of the Clybourn Avenue property. for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT V
(Conversion of \$12,000 – The Fry Street Property)

37. Prior to June 4, 2023, Respondent agreed to represent the buyers of a property located on Fry Street in Chicago ("the Fry Street property") in the purchase of the property.

38. On or about June 5, 2023, the owners and the buyer entered into a real estate contract relating to the proposed sale of the Fry Street property in which they agreed that the buyers would make earnest payments totaling \$12,000. The parties agreed that Respondent, as attorney for the buyers, would hold the earnest money in trust for the benefit of the parties.

39. On June 9, 2023, Respondent received check number 2563 from the buyers of the Fry Street property. Check number 2563 was dated June 9, 2023, and made payable to Gunderson

Law Firm in the amount of \$2,000. On June 9, 2023, Respondent deposited check number 2563 into his IOLTA account. The \$2,000 represented a portion of the earnest money for the Fry Street property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

40. On or about June 29, 2023, Respondent received check number 2564 from the buyers of the Fry Street property. Check number 2564 was dated June 29, 2023, and made out to Gunderson Law Firm in the amount of \$10,000. On July 7, 2023, Respondent deposited check number 2564 into his IOLTA account. The \$10,000 deposit represented the balance of the earnest money for the Fry Street property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

41. On July 18, 2023, prior to any closing on the Fry Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his IOLTA account by -\$2,809.77, by drawing checks on the account, or making other transfers in payment of his personal or business obligations. As of July 18, 2023, Respondent had used, for his own business or personal purposes, the \$12,000 in earnest money which he should have been holding in connection with the sale of the Fry Street property. Respondent's use of those funds constitutes conversion.

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

43. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct

including, converting \$12,000 in earnest money for the sale of Fry Street property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$12,000 in earnest money for the sale of Fry Street property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VI

(Conversion of \$2,000 – The 119th Street Property)

44. Prior to June 15, 2023, Respondent agreed to represent the owner of a property located at 119th Street in Chicago (“the 119th Street property”) in the sale of the property.

45. On or about June 15, 2023, the owner and buyers entered into a real estate contract relating to the proposed sale of the 119th Street property in which they agreed that the buyers would make an earnest payment of \$2,000. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

46. On June 15, 2023, the buyers caused \$2,000 to be wire transferred into Respondent's IOLTA account. The \$2,000 represented the earnest money for the 119th Street property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

47. On July 18, 2023, prior to any closing on the 119th Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrawed the balance of his IOLTA account by -\$2,809.77, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of July 18, 2023, Respondent had used, for his own business or personal purposes, the \$2,000 in earnest money which he should

have been holding in connection with the sale of the 119th Street property. Respondent's use of those funds constitutes conversion.

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

49. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$2,000 in earnest money for the sale of the 119th Street property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$2,000 in earnest money for the sale of the 119th Street property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VII

(Conversion of \$5,000 – The Erie Street Property)

50. Prior to June 20, 2023, Respondent agreed to represent the owners of property located on Erie Street in Chicago ("the Erie Street property"), in the sale of the property.

51. On or about June 20, 2023, the owners and the buyers entered into a real estate contract relating to the proposed sale of the Erie Street property in which they agreed the buyers would make earnest payments totaling \$38,500. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

52. On June 20, 2023, Respondent received check number 103 from the buyers of the Erie Street property. Check number 103 was dated June 20, 2023, and made payable to The Gunderson Law Firm in the amount of \$5,000. On June 20, 2023, Respondent deposited check number 103 into his operating account. The \$5,000 represented a portion of the earnest money for the Erie Street property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

53. On June 23, 2023, prior to any closing on the Erie Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$1,039.92, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of June 23, 2023, Respondent had used, for his own business or personal purposes, the \$5,000 in earnest money which he should have been holding in connection with the sale of the Erie Street property. Respondent's use of those funds constitutes conversion.

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

55. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$5,000 in earnest money for the sale of the Erie Street property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$5,000 in

earnest money for the sale of the Erie Street property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VIII
(Conversion of \$2,000 – The Victoria Street Property)

56. Prior to September 27, 2023, Respondent agreed to represent the owners of a property located on Victoria Street in Chicago (“the Victoria Street property”) in the sale of the property.

57. On or about September 27, 2023, the owners and the buyer entered into a real estate contract relating to the proposed sale of the Victoria Street property in which they agreed that the buyer would make earnest payments totaling \$2,000. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

58. On or about September 27, 2023, Respondent received check number 1045 from the buyer of the Victoria Street property. Check number 1045 was dated September 27, 2023, and was made payable to The Gunderson Law Firm in the amount of \$1,000. On September 29, 2023, Respondent deposited check number 1045 into his operating account. The \$1,000 represented a portion of the earnest money for the Victoria Street property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

59. On October 23, 2023, prior to any closing on Victoria Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$122.79, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of October 23, 2023, Respondent had used, for his own business or personal purposes, the \$1,000 in earnest money which he should have been holding in connection with the sale of the Victoria Street property. Respondent's use of those funds constitutes conversion.

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

61. On or about December 29, 2023, Respondent received check number 1049 from the buyer of the Victoria Street property. Check number 1049 was dated December 29, 2023, and was made payable to The Gunderson Law Firm in the amount of \$1,000. On January 2, 2024, Respondent deposited check number 1049 into his operating account. The \$1,000 represented the balance of the earnest money for the Victoria Street property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

62. On January 12, 2024, prior to any closing on Victoria Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$1,874.34, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of January 12, 2024, Respondent had used, for his own business or personal purposes, the \$1,000 in earnest money which he should have been holding in connection with the sale of the Victoria Street property. Respondent's use of those funds constitutes conversion.

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

64. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$2,000 in earnest money for the sale of the Victoria Street property, and using those funds for his

own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$2,000 in earnest money for the sale of the Victoria Street property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IX

(Conversion of \$2,000 – The Union Avenue Property)

65. Prior to February 10, 2024, Respondent agreed to represent the owners of a property located on Union Avenue in Chicago ("the Union Avenue property") in the sale of the property.

66. On or about February 10, 2024, the owners and the buyer entered into a real estate contract relating to the proposed sale of the Union Avenue property in which they agreed that the buyer would make an earnest payment totaling \$2,000. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

67. On or about February 10, 2024, Respondent received check number 9437876156 from the buyer of the Union Avenue property. Check number 9437876156 was dated February 10, 2024, and made payable to Gunderson Law Firm in the amount of \$2,000. On February 13, 2024, Respondent deposited check number 9437876156 into his operating account. The \$2,000 represented the balance of the earnest money for the Union Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

68. On February 21, 2024, prior to any closing on Union Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$654, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of February 21,

2024, Respondent had used, for his own business or personal purposes, the \$2,000 in earnest money which he should have been holding in connection with the sale of the Union Avenue property. Respondent's use of those funds constitutes conversion.

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

70. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$2,000 in earnest money for the sale of the Union Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$2,000 in earnest money for the sale of the Union Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT X

(Conversion of \$25,000 – The Wolcott Avenue Property)

71. Prior to March 29, 2024, Respondent agreed to represent the owners of a property located on Wolcott Avenue in Chicago ("the Wolcott Avenue property") in the sale of the property.

72. On or about March 29, 2024, the owner and the buyers entered into a real estate contract relating to the proposed sale of the Wolcott Avenue property in which they agreed that the buyers would make earnest payments totaling \$25,000. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

73. On or about March 29, 2024, Respondent received check number 263 from the buyers of the Wolcott Avenue property. Check number 263 was dated March 29, 2024, and made payable to The Gunderson Law Firm, LLC Client Trust Account in the amount of \$25,000. On April 3, 2024, Respondent deposited check number 263 into his operating account. The \$25,000 represented the balance of the earnest money for the Wolcott Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

74. On April 11, 2024, prior to any closing on the Wolcott Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$751.97, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of April 11, 2024, Respondent had used, for his own business or personal purposes, the \$25,000 in earnest money which he should have been holding in connection with the sale of the Wolcott Avenue property. Respondent's use of those funds constitutes conversion.

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

76. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$25,000 in earnest money for the sale of the Wolcott Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$25,000 in

earnest money for the sale of the Wolcott Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XI

(Conversion of \$5,000 – The Racine Avenue Property)

77. Prior to April 10, 2024, Respondent agreed to represent the owner of a property located on Racine Avenue in Chicago ("the Racine Avenue property") in the sale of the property.

78. On or about April 10, 2024, the owner and the buyers entered into a real estate contract relating to the proposed sale of the Racine Avenue property in which they agreed that the buyers would make an earnest payment of \$5,000. The parties agreed that Respondent, as attorney for the seller, would hold the earnest money in trust for the benefit of the parties.

79. On or about April 10, 2024, Respondent received check number 1161 from the buyers of the Racine Avenue property. Check number 1161 was dated April 10, 2024, and made payable to The Gunderson Law Firm in the amount of \$5,000. On April 12, 2024, Respondent deposited check number 1161 into his operating account. The \$5,000 represented the balance of the earnest money for the Racine Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

80. On April 15, 2024, prior to any closing on the Racine Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$293.14, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of April 15, 2024, Respondent had used, for his own business or personal purposes, the \$5,000 in earnest money which he should have been holding in connection with the sale of the Racine Avenue property. Respondent's use of those funds constitutes conversion.

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

82. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$5,000 in earnest money for the sale of the Racine Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$5,000 in earnest money for the sale of the Racine Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XII

(Conversion of \$3,369.95 – The Pine Street Property)

83. Prior to May 20, 2024, Respondent agreed to represent the owner of a property located on Pine Street in Mount Prospect ("the Pine Street property") in the sale of the property.

84. On or about May 20, 2024, the owner and the buyers entered into a real estate contract relating to the proposed sale of the Pine Street property in which they agreed that the buyers would make earnest payments totaling \$5,000. The parties agreed that Respondent, as attorney for the seller, would hold the earnest money in trust for the benefit of the parties.

85. On or about May 20, 2024, Respondent received check number 3393 from the buyers of the Pine Street. Check number 3393 was dated May 20, 2024, and was made payable to Gunderson Law Firm in the amount of \$5,000. On May 28, 2024, Respondent deposited check number 3393 into his operating account. The \$5,000 represented the balance of the earnest money

for the Pine Street property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

86. On June 3, 2024, prior to any closing on the Pine Street property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent drew the balance of his operating account to \$1,630.05, by drawing checks on the account, or making other transfers, in payment of his business or personal obligations. As of June 3, 2024, Respondent had used, for his own business or personal purposes, at least \$3,369.95 in earnest money which he should have been holding in connection with the sale of the Pine Street property. Respondent's use of those funds constitutes conversion.

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

88. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$3,369.95 in earnest money for the sale of the Pine Street property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$3,369.95 in earnest money for the sale of the Pine Street property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XIII
(*Conversion of \$7,757.69 – The Arthur Avenue Property*)

89. Prior to May 23, 2024, Respondent agreed to represent the owners of a property located on Arthur Avenue in Brookfield (“the Arthur Avenue property”) in the sale of the property

90. On or about May 23, 2024, the owners and the buyers entered into a real estate contract relating to the proposed sale of the Arthur Avenue property in which they agreed that the buyers would make earnest payments totaling \$8,000. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

91. On May 23, 2024, the buyers of the Arthur Avenue property caused \$8,000 to be wire transferred to Respondent’s personal checking account. The \$8,000 represented the balance of the earnest money for the Arthur Avenue property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

92. On June 7, 2024, prior to any closing on the Arthur Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent drew the balance of his personal checking account to \$242.31, by drawing checks on the account, or making other transfers, in payment of his personal or business obligations. As of June 7, 2024, Respondent had used, for his own business or personal purposes, at least \$7,757.69 in earnest money which he should have been holding in connection with the sale of the Arthur Avenue property. Respondent’s use of those funds constitutes conversion.

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

94. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$7,757.69 in earnest money for the sale of the Arthur Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$7,757.69 in earnest money for the sale of the Arthur Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XIV

(Conversion of \$2,965.15 – The Saint Marks Property)

95. Prior to May 28, 2024, Respondent agreed to represent the owner of a property located on Saint Marks Place in Palatine ("the Saint Marks property") in the sale of the property.

96. On or about May 28, 2024, the owner and the buyers entered into a real estate contract relating to the proposed sale of the Saint Marks property in which they agreed that the buyers would make an earnest payment of \$5,000. The parties agreed that Respondent, as attorney for the seller, would hold the earnest money in trust for the benefit of the parties.

97. On or about May 28, 2024, Respondent received check number 513 from the buyers of the Arthur Avenue property. Check number 513 was dated May 28, 2024, and made payable to Gunderson Law Firm in the amount of \$5,000. On June 5, 2024, Respondent deposited check number 513 into his operating account. The \$5,000 represented the balance of the earnest money for the Saint Marks property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

98. On June 7, 2024, prior to any closing on the Saint Marks property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent drew the balance of his operating account to \$2,034.95, by drawing checks on the account, or making other

transfers, in payment of his business or personal obligations. As of June 7, 2024, Respondent had used for, his own business or personal purposes, at least \$2,965.15 in earnest money, which he should have been holding in connection with the sale of the Saint Marks property. Respondent's use of the funds constitutes conversion.

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

100. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$2,965.15 in earnest money for the sale of Saint Marks property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$2,965.15 in earnest money for the sale of Saint Marks Property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XV

(Conversion of \$2,500 – The West Avenue Property)

101. Prior to June 7, 2024, Respondent agreed to represent the owner of a property located on West Avenue in Orland Park ("the West Avenue property") in the sale of the property.

102. On or about June 7, 2024, the owner and the buyer entered into a real estate contract relating to the proposed sale of the West Avenue property in which they agreed that the buyer would make an earnest payment of \$2,500. The parties agreed that Respondent, as attorney for the seller, would hold the earnest money in trust for the benefit of the parties.

103. On or about June 7, 2024, Respondent received check number 9169180832 from the buyer of the West Avenue property. Check number 9169180832 was dated June 7, 2024, and made payable to Michael Gunderson in the amount of \$2,500. On June 10, 2024, Respondent deposited check number 9169180832 into his personal checking account. The \$2,500 represented the balance of the earnest money for the West Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

104. On June 27, 2024, prior to any closing on the West property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his personal checking account by -\$349.31, by drawing checks on the account, or making other transfers, in payment of his business or personal obligations. As of June 27, 2024, Respondent had used, for his own business or personal purposes, the \$2,500 earnest money which he should have been holding in connection with the sale of the West Avenue property. Respondent's use of those funds constitutes conversion.

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

106. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$2,500 in earnest money for the sale of the West Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$2,500 in

earnest money for the sale of the West Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XVI

(Conversion of \$35,000 – The Damen Avenue Property)

107. Prior to June 14, 2024, Respondent agreed to represent the owners of a property located at Damen Avenue in Chicago (“the Damen Avenue property”) in the sale of the property.

108. On or about June 14, 2024, the owners and the buyers entered into a real estate contract relating to the proposed sale of the Damen Avenue property in which they agreed that the buyer would make earnest payments totaling of \$35,000. The parties agreed that Respondent, as attorney for the sellers, would hold the earnest money in trust for the benefit of the parties.

109. On or about June 14, 2024, Respondent received check number 304 from the buyers of the Damen Avenue property. Check number 304 was dated June 14, 2024, and made payable to Gunderson Law Firm in the amount of \$14,000. On June 18, 2024, Respondent deposited check number 304 into his operating account. The \$14,000 represented a portion of the earnest money for the Damen Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

110. On or about June 28, 2024, Respondent received check number 337 from the buyers of the Damen Avenue property. Check number 337 was dated June 28, 2024, and made payable to Gunderson Law Firm in the amount of \$21,000. On July 1, 2024, Respondent deposited check number 337 into his operating account. The \$21,000 represented earnest money for the Damen Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

111. On July 11, 2024, prior to any closing on the Damen Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$974.44, by drawing checks on the account, or making other transfers, in payment of his business or personal obligations. As of July 11, 2024, Respondent had used, for his own business or personal purposes, the \$35,000 in earnest money which he should have been holding in connection with the sale of the Damen Avenue property. Respondent's use of those funds constitutes conversion.

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

113. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$35,000 in earnest money for the sale of the Damen Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$35,000 in earnest money for the sale of the Damen Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XVII

(Conversion of \$10,000 – The Malden Avenue Property)

114. Prior to July 18, 2024, Respondent agreed to represent the owner of a property located on Malden Avenue in Chicago ("the Malden Avenue property") in the sale of the property.

115. On or about July 18, 2024, the owner and the buyer entered into a real estate contract relating to the proposed sale of the Malden Avenue property in which they agreed that the buyer would make earnest payments totaling \$11,000. The parties agreed that Respondent, as attorney for the seller, would hold the earnest money in trust for the benefit of the parties.

116. On or about July 18, 2024, Respondent received check number 1056 from the buyer of the Malden Avenue property. Check number 1056 was made payable to Gunderson Law in the amount of \$10,000. On July 22, 2024, Respondent deposited check number 1056 into his operating account. The \$10,000 represented a portion of the earnest money for the Malden Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

117. On August 9, 2024, prior to any closing on the Malden Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$573.41, by drawing checks on the account, or making other transfers, in payment of his business or personal obligations. As of August 9, 2024, Respondent had used, for his own business or personal purposes, the \$10,000 earnest money which he should have been holding in connection with the sale of the Malden Avenue property. Respondent's use of those funds constitutes conversion.

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

119. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct

including, converting \$10,000 in earnest money for the sale of the Malden Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$10,000 in earnest money for the sale of the Malden Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XVIII

(Conversion of \$10,000 – The LeClaire Avenue Property)

120. Prior to August 8, 2024, Respondent agreed to represent the buyer of a property located on LeClaire Avenue in Wilmette (“the LeClaire Avenue property”) in the purchase of the property.

121. On or about August 8, 2024, the owners and the buyer entered into a real estate contract relating to the proposed sale of the LeClaire Avenue property in which they agreed that the buyer would make an earnest payment of \$10,000. The parties agreed that Respondent, as attorney for the buyer, would hold the earnest money in trust for the benefit of the parties.

122. On August 8, 2024, the buyer of the LeClaire Avenue property caused \$10,000 to be wire transferred to Respondent's personal checking account. The \$10,000 represented the balance of the earnest money for the LeClaire Avenue property transaction, and Respondent learned of the earnest money wire transfer at the time it was made, or shortly thereafter.

123. On August 26, 2024, prior to any closing on the LeClaire Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his personal checking account by -\$245.61, by drawing checks on the account, or making other transfers, in payment of his business or personal obligations. As of

August 26, 2024, Respondent had used, for his own business or personal purposes, the \$10,000 in earnest money which he should have been holding in connection with the sale of the LeClaire Avenue property. Respondent's use of those funds constitutes conversion.

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

125. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$10,000 in earnest money for the sale of the LeClaire Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$10,000 in earnest money for the sale of LeClaire Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XIX

(Conversion of \$2,000 – The Central Park Avenue Property)

126. Prior to November 15, 2024, Respondent agreed to represent the owner of a property located on Central Park Avenue in Chicago ("the Central Park Avenue property") in the sale of the property.

127. On or about November 15, 2024, the owner and the buyers entered into a real estate contract relating to the proposed sale of the Central Park Avenue property in which they agreed that the buyers would make an earnest payment of \$2,000. The parties agreed that Respondent, as attorney for the seller, would hold the earnest money in trust for the benefit of the parties.

128. On or about November 15, 2024, Respondent received check number 5809 from the buyers of the Central Park Avenue property. Check number 5809 was dated November 15, 2024, and was made payable to The Gunderson Law Firm in the amount of \$2,000. On November 27, 2024, Respondent deposited check number 5809 into his operating account. The \$2,000 represented the balance of the earnest money for the Central Park Avenue property transaction, and Respondent learned of the earnest money deposit at the time it was made, or shortly thereafter.

129. On December 3, 2024, prior to any closing on the Central Park Avenue property, any authorized disbursement, or any action relating to the intended sale of the property, Respondent overdrew the balance of his operating account by -\$821.26, by drawing checks on the account, or making other transfers, in payment of his business or personal obligations. As of December 3, 2024, Respondent had used, for his own business or personal purposes, the \$2,000 earnest money which he should have been holding in connection with the sale of the Central Park Avenue property. Respondent's use of those funds constitutes conversion.

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

131. By reason of the conduct described above that occurred after July 1, 2023, Respondent engaged in the following misconduct:

- a. using funds or property of clients or third persons for the lawyer's own purpose without authorization, by conduct including, converting \$2,000 in earnest money for the sale of the Central Park Avenue property, and using those funds for his own personal and/or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by knowingly converting \$2,000 in

earnest money for the sale of the Central Park Avenue property for Respondent's own use without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT XX
(*Commingling*)

132. Respondent's Real View checking account was not a separate, identifiable trust account for the maintenance of client and/or third party funds.

133. Between January 2023 and May 2023, Respondent received the following wire-transfers into his Real View checking account:

Date of Wire	Payor	Amount
1/11/23	Real View Investor	\$175,000
2/08/23	D.O.	\$2,000
3/06/23	V.S.	\$1,500
3/06/23	S.S.	\$5,000
3/20/23	V.S.	\$1,000
4/10/23	M.M.	\$5,000
5/04/23	M.M.	\$22,500

134. The wire transfers described in paragraph 133, above, represented investor funds or earnest money deposits in real estate transactions that belonged to Respondent's clients and/or third parties. Respondent learned of the wire transfers at the time they were made, or shortly thereafter.

135. Between February 2023 and March 2023, Respondent deposited the following checks into Respondent's Real View checking account:

Date of Deposit	Payor	Amount	Check Number
2/16/23	Chicago Title and Trust	\$3,069.24	5360403588
2/23/23	J.C.	\$15,000	2356
3/07/23	J.C.	\$42,500	2358

136. The checks described in paragraph 135, above, represented earnest money or escrow holdbacks in real estate transactions that belonged to Respondent's clients and/or third parties. Respondent learned of the deposits at the time they were made, or shortly thereafter.

137. Respondent's personal checking account was not a separate, identifiable trust account for the maintenance of client and/or third party funds.

138. Between March 2024 and August 2024, Respondent received the following wires into his personal checking account:

Date of Wire	Payor	Amount
3/15/24	First American Title	\$20,000
3/21/24	C.H.	\$15,000
4/09/24	B.M.	\$15,000
4/24/24	C.H.	\$81,250
4/29/24	T.R.	\$5,000
5/02/24	B.M.	\$50,000
5/03/24	J.M.	\$50,000
5/03/24	J.M.	\$5,000
5/08/24	T.R.	\$21,750
5/08/24	H.S.	\$20,000
5/23/24	J.F.	\$8,000
8/08/24	N.K.	\$10,000
8/28/24	M.S.	\$79,500

139. The wire transfers described in paragraph 138, above, represented earnest money or escrow holdbacks in real estate transactions that belonged to Respondent's clients and/or third parties. Respondent learned of the wire transfers at the time they were made, or shortly thereafter

140. Between January 2022 and January 2025, Respondent deposited the following checks into his personal checking account:

Date of Deposit	Payor	Amount	Check Number
1/13/22	M.C.	\$10,000	288
1/25/22	F.Z.	\$2,500	1182
3/02/22	First American Title	\$8,000	1806288637
7/19/22	Chicago Title and Trust	\$10,000	9810020219
7/19/22	B.U.	\$2,000	183
10/03/22	Chicago Title and Trust	\$1,584.13	5360393578

10/03/22	Chicago Title and Trust	\$1,377.17	5360393579
10/03/22	First American Title	\$33,000	1805292957
10/17/22	Proper Title	\$6,000	172064
1/19/23	Proper Title	\$12,099.79	179845
5/22/23	Chicago Title and Trust	\$9,824.40	5920055608
8/01/23	Citywide Title	\$15,345.85	95137192
5/16/24	Proper Title	\$6,000	230600
6/10/24	W.Z.	\$2,500	9169180832
6/18/24	Fidelity National Title	\$7,440	5160117630
7/05/24	Fidelity National Title	\$1,200	5070017059
11/01/24	Fidelity National Title	\$5,000	5160122276
1/06/25	Chicago Title and Trust	\$3,500	5140095264

141. The checks described in paragraph 140, above, represented earnest money or escrow holdbacks in real estate transactions that belonged to Respondent's clients and/or third parties. Respondent learned of the deposits at the time they were made, or shortly thereafter.

142. Respondent's operating account was not a separate, identifiable trust account for the maintenance of client and/or third party funds.

143. Between March 2023 and December 2024, Respondent deposited the following checks into his operating account:

Date of Deposit	Payor	Amount	Check Number
3/14/23	B.H.	\$25,000	1028
4/26/23	R.R.	\$25,000	510
5/8/23	K.N.	\$5,000	00-358100
5/17/23	Proper Title	\$15,000	192182
6/20/23	G.K.	\$5,000	103
6/21/23	Proper Title	\$24,000	196706
9/19/23	Fidelity National Title	\$9,210	5160109103
9/29/23	D.J.	\$1,000	1045
10/10/23	R.Y.	\$2,000	168
10/21/23	R.M.	\$23,250	1017
11/03/23	R.M.	\$28,250	1018
1/02/24	D.J.	\$1,000	1049
1/30/24	Fidelity National Title	\$6,324	5160112661
2/12/24	R.L.	\$1,000	781
2/13/24	B.O.	\$2,000	9437876156
2/28/24	B.S.	\$10,000	641
3/20/24	A.H.	\$2,500	9446730950

Date of Deposit	Payor	Amount	Check Number
4/03/24	A.A.	\$25,000	263
4/12/24	K.S.	\$5,000	1161
4/18/24	M.M.	\$47,500	3074000670
4/29/24	R.G.	\$2,000	9171876354
5/28/24	L.X.	\$5,000	3393
6/05/24	E.A.	\$5,000	513
6/18/24	S.P.	\$14,000	304
6/20/24	M.H.	\$58,125	738
7/01/24	S.P.	\$21,000	337
7/22/24	J.B.	\$10,000	1056
7/30/24	A.A.	\$4,000	9033573173
7/30/24	M.S.	\$25,000	210
8/16/24	A.S.	\$1,000	9421766427
8/20/24	Proper Title	\$4,700	242811
11/15/24	C.M.	\$2,000	5809
12/12/24	J.B.	\$2,000	1343
12/12/24	J.B.	\$5,750	1328

144. The checks described in paragraph 143, above, represented earnest money or escrow holdbacks in real estate transactions that belonged to Respondent’s clients and/or third parties. Respondent learned of the deposits at the time they were made, or shortly thereafter.

145. On June 25, 2023, Respondent authorized the disbursement of real estate proceeds related to the sale of a property on Madison Street in Lockport (“the Madison Street property”) from Fidelity National Title Company to his IOLTA account. The Madison Street property transaction was a sale of property owned by Respondent’s company, Crossed Streams Development, LLC.

146. On July 12, 2023, Fidelity National Title wire transferred \$99,099.97 in real estate proceeds from the Madison Street property transaction to Respondent’s IOLTA account. The net proceeds from the Madison Street property transaction represented income to Respondent and were not funds he received on behalf of a client or third person in connection with any representation.

147. By reason of the conduct described above that occurred before July 1, 2023,

Respondent engaged in the following misconduct:

- a. failing to hold funds or property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own funds or property by conduct including: (1) causing funds on behalf of clients and/or third parties to be wired to Respondent's Real View checking account between January 2023 and May 2023, as described in paragraph 133; (2) depositing funds on behalf of clients and/or third parties into Respondent's Real View checking account between February 2023 and March 2023, as described in paragraph 135; (3) depositing funds on behalf of clients and/or third parties into Respondent's personal checking account between January 2022 and May 2023, as described in paragraph 140; and (4) depositing funds on behalf of clients and/or third parties into Respondent's operating account between March 2023 and June 2023, as described in paragraph 143, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

148. By reason of the conduct described above that occurred after July 1, 2023,

Respondent has engaged in the following misconduct:

- a. failing to hold funds or property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own funds or property by conduct including: (1) causing funds on behalf of clients and/or third parties to be wired to Respondent's personal checking account between March 2024 and August 2024, as described in paragraph 138; (2) depositing funds on behalf of clients and/or third parties into Respondent's personal checking account between August 2023 and January 2025, as described in paragraph 140; (3) depositing funds on behalf of clients and/or third parties into Respondent's operating account between September 2023 and December 2024, as described in paragraph 143; and (4) causing \$99,099.97 in Respondent's own funds to be wired into his IOLTA account, as described in paragraph 145, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010).

COUNT XXI
(Failure to Keep Client Trust Account Records)

149. Effective September 1, 2011, and prior to July 1, 2023, Rule 1.15(a)(1) through (7) of the Illinois Rules of Professional Conduct (2010) required Respondent to prepare and maintain records relating to his client trust account.

150. Effective July 1, 2023, Rule 1.15A(b)(1) through (7) of the Illinois Rules of Professional Conduct (2010) required Respondent to prepare and maintain records relating to his client trust account.

151. At no time from January 2022 to November 2023, did Respondent prepare and maintain contemporaneous client ledger records for each separate trust client or beneficiary, pursuant to Rule 1.15(a)(2) and Rule 1.15A(b)(2).

152. At no time from January 2022 to November 2023, did Respondent prepare and maintain three-way reconciliation reports of Respondent's client trust account on at least a quarterly basis, pursuant to Rules 1.15(a)(7) and Rule 1.15A(b)(7).

153. By reason of the conduct described above that occurred before July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to prepare and maintain complete records of a client trust account, by conduct including failing to contemporaneous client ledger records and three-way reconciliation reports on at least a quarterly basis, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

154. By reason of the conduct described above that occurred on or after July 1, 2023, Respondent has engaged in the following misconduct:

- a. failing to prepare and maintain complete records of a client trust account, by conduct including failing to maintain an account receipts journal, an account disbursement journal, client ledger records, and reconciliation reports, in violation

of Rule 1.15A(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, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Lea S. Gutierrez, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Evette L. Ocasio
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