

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

In the Matter of:

MICHAEL JEFFREY GUNDERSON,

Attorney-Respondent,

No. 6289644.

Comm. No. 2025PR00051

ANSWER

NOW COMES Respondent, Michael J. Gunderson, by and through his attorney, James A. Doppke, Jr., Robinson, Stewart, Montgomery & Doppke, LLC, admitting the accuracy of his date of licensure in Illinois as alleged in the prefatory paragraph of the Administrator's Complaint but denying all other allegations of that paragraph, and for his answer to the Administrator's Complaint in this matter, states as follows:

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.

ANSWER: Respondent admits the allegations contained in paragraph 1.

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.

ANSWER: Respondent admits the allegations contained in paragraph 2.

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.

ANSWER: Respondent admits the allegations contained in paragraph 3.

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.

ANSWER: Respondent admits the allegations contained in paragraph 4.

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.

ANSWER: Respondent admits the allegations contained in paragraph 5.

COUNT I
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 6.

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.

ANSWER: Respondent admits the allegations contained in paragraph 7.

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.

ANSWER: Respondent admits the allegations contained in paragraph 8.

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.

ANSWER: Respondent admits the allegations contained in paragraph 9.

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.

ANSWER: Respondent denies the allegations contained in paragraph 10.

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.

ANSWER: Respondent admits that the records associated with the Real View checking account indicate that on February 14, 2023, the account was overdrawn by \$563.46. Respondent denies the allegations contained in the second sentence of paragraph 11. The allegations contained in the third sentence of paragraph 11 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 11. Respondent denies all remaining allegations contained in paragraph 11.

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.

ANSWER: To the extent that the allegations contained in paragraph 12 constitute legal conclusions, no answer is required. To the extent that an answer is

deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 12.

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).

ANSWER: The allegations contained in paragraph 13 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 13.

COUNT II

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 14.

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.

ANSWER: Respondent admits the allegations contained in paragraph 15.

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.

ANSWER: Respondent admits the allegations contained in paragraph 16.

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.

ANSWER: Respondent admits the allegations contained in paragraph 17.

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.

ANSWER: Respondent admits that the records associated with the Real View checking account indicate that on May 18, 2023, the balance in the account was \$768.94. Respondent denies the allegations contained in the second sentence of paragraph 18. The allegations contained in the third sentence of paragraph 18 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 18. Respondent denies all remaining allegations contained in paragraph 18.

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.

ANSWER: To the extent that the allegations contained in paragraph 19 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 19.

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).

ANSWER: The allegations contained in paragraph 20 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 20.

COUNT III

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 21.

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.

ANSWER: Respondent admits the allegations contained in paragraph 22.

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.

ANSWER: Respondent admits the allegations contained in paragraph 23.

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.

ANSWER: Respondent admits that the records associated with his personal checking account indicate that on May 8, 2023, the balance in the account was \$7.02. Respondent denies the allegations contained in the second sentence of paragraph 24. The allegations contained in the third sentence of paragraph 24 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed

required, Respondent denies the allegations contained in the third sentence of paragraph 24. Respondent denies all remaining allegations contained in paragraph 24.

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.

ANSWER: To the extent that the allegations contained in paragraph 25 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 25.

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.

ANSWER: Respondent admits the allegations contained in paragraph 26.

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.

ANSWER: Respondent admits that the records associated with his IOLTA account indicate that on May 30, 2023, the balance in the account was \$800.26. Respondent denies the allegations contained in the second sentence of paragraph 27. The allegations contained in the third sentence of paragraph 27 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 27. Respondent denies all remaining allegations contained in paragraph 27.

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.

ANSWER: To the extent that the allegations contained in paragraph 28 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 28.

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).

ANSWER: The allegations contained in paragraph 29 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 29.

COUNT IV

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 30.

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.

ANSWER: Respondent admits the allegations contained in paragraph 31.

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.

ANSWER: Respondent admits the allegations contained in paragraph 32.

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.

ANSWER: Respondent admits the allegations contained in paragraph 33.

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.

ANSWER: Respondent admits that the records associated with his IOLTA account indicate that on May 30, 2023, the balance in the account was \$9,545.26. Respondent denies the allegations contained in the second sentence of paragraph 34. The allegations contained in the third sentence of paragraph 34 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed

required, Respondent denies the allegations contained in the third sentence of paragraph 34. Respondent denies all remaining allegations contained in paragraph 34.

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.

ANSWER: To the extent that the allegations contained in paragraph 35 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 35.

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).

ANSWER: The allegations contained in paragraph 36 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 36.

COUNT V
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 37.

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.

ANSWER: Respondent admits the allegations contained in paragraph 38.

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.

ANSWER: Respondent admits the allegations contained in paragraph 39.

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.

ANSWER: Respondent admits the allegations contained in paragraph 40.

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.

ANSWER: Respondent admits that the records associated with his IOLTA account indicate that on July 18, 2023, the account was overdrawn by \$2,809.77. Respondent denies the allegations contained in the second sentence of paragraph 42. The allegations contained in the third sentence of paragraph 34 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed

required, Respondent denies the allegations contained in the third sentence of paragraph 42. Respondent denies all remaining allegations contained in paragraph 42.

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.

ANSWER: To the extent that the allegations contained in paragraph 42 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 42.

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).

ANSWER: The allegations contained in paragraph 44 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 44.

COUNT VI
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 44.

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 the 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.

ANSWER: Respondent admits the allegations contained in paragraph 45.

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.

ANSWER: Respondent admits the allegations contained in paragraph 46.

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 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 \$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.

ANSWER: Respondent admits that the records associated with his IOLTA account indicate that on July 18, 2023, the account was overdrawn by \$2,809.77. Respondent denies the allegations contained in the second sentence of paragraph 47. The allegations contained in the third sentence of paragraph 47 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 47. Respondent denies all remaining allegations contained in paragraph 47.

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.

ANSWER: To the extent that the allegations contained in paragraph 48 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 48.

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).

ANSWER: The allegations contained in paragraph 49 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 49.

COUNT VII
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 50.

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.

ANSWER: Respondent admits the allegations contained in paragraph 51.

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.

ANSWER: Respondent admits the allegations contained in paragraph 52.

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.

ANSWER: Respondent admits that the records associated with his IOLTA account indicate that on June 23, 2023, the account was overdrawn by \$1,039.92. Respondent denies the allegations contained in the second sentence of paragraph 53. The allegations contained in the third sentence of paragraph 53 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 53. Respondent denies all remaining allegations contained in paragraph 53.

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.

ANSWER: To the extent that the allegations contained in paragraph 54 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 54.

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).

ANSWER: The allegations contained in paragraph 55 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 55.

COUNT VIII
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 56.

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.

ANSWER: Respondent admits the allegations contained in paragraph 57.

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.

ANSWER: Respondent admits the allegations contained in paragraph 58.

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 overdraw 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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on October 23, 2023, the account was overdrawn by \$122.79. Respondent denies the allegations contained in the second sentence of paragraph 59. The allegations contained in the third sentence of paragraph 59 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 59. Respondent denies all remaining allegations contained in paragraph 59.

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.

ANSWER: To the extent that the allegations contained in paragraph 60 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 60.

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.

ANSWER: Respondent admits the allegations contained in paragraph 61.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on January 12, 2024, the account was overdrawn by \$1,874.34. Respondent denies the allegations contained in the second sentence of paragraph 62. The allegations contained in the third sentence of paragraph 62 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 62. Respondent denies all remaining allegations contained in paragraph 62.

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.

ANSWER: To the extent that the allegations contained in paragraph 63 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 63.

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).

ANSWER: The allegations contained in paragraph 64 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 64.

COUNT IX
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 65.

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.

ANSWER: Respondent admits the allegations contained in paragraph 66.

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.

ANSWER: Respondent admits the allegations contained in paragraph 67.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on February 21, 2024, the account was overdrawn by \$654. Respondent denies the allegations contained in the second sentence of paragraph 68. The allegations contained in the third sentence of paragraph 68 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 68. Respondent denies all remaining allegations contained in paragraph 68.

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.

ANSWER: To the extent that the allegations contained in paragraph 69 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 69.

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).

ANSWER: The allegations contained in paragraph 70 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 70.

COUNT X

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 71.

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.

ANSWER: Respondent admits the allegations contained in paragraph 72.

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.

ANSWER: Respondent admits the allegations contained in paragraph 73.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on April 11, 2024, the account was overdrawn by \$751.97. Respondent denies the allegations contained in the second sentence of paragraph 74. The allegations contained in the third sentence of paragraph 74 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 74. Respondent denies all remaining allegations contained in paragraph 74.

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.

ANSWER: To the extent that the allegations contained in paragraph 75 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 75.

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).

ANSWER: The allegations contained in paragraph 76 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 76.

COUNT XI
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 77.

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.

ANSWER: Respondent admits the allegations contained in paragraph 78.

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.

ANSWER: Respondent admits the allegations contained in paragraph 79.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on April 15, 2024, the account was overdrawn by \$293.14. Respondent denies the allegations contained in the second sentence of paragraph 80. The allegations contained in the third sentence of paragraph 80 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 80. Respondent denies all remaining allegations contained in paragraph 80.

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.

ANSWER: To the extent that the allegations contained in paragraph 81 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 81.

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).

ANSWER: The allegations contained in paragraph 82 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 82.

COUNT XII

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 83.

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.

ANSWER: Respondent admits the allegations contained in paragraph 84.

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.

ANSWER: Respondent admits the allegations contained in paragraph 85.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on June 3, 2024, the balance in the account was \$1,630.05. Respondent denies the allegations contained in the second sentence of paragraph 86. The allegations contained in the third sentence of paragraph 86 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed

required, Respondent denies the allegations contained in the third sentence of paragraph 86. Respondent denies all remaining allegations contained in paragraph 86.

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.

ANSWER: To the extent that the allegations contained in paragraph 87 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 87.

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).

ANSWER: The allegations contained in paragraph 88 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 88.

COUNT XIII
(Alleged 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

ANSWER: Respondent admits the allegations contained in paragraph 89.

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.

ANSWER: Respondent admits the allegations contained in paragraph 90.

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.

ANSWER: Respondent admits the allegations contained in paragraph 91.

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.

ANSWER: Respondent admits that the records associated with his personal checking account indicate that on June 7, 2024, the balance in the account was \$242.31. Respondent denies the allegations contained in the second sentence of paragraph 92. The allegations contained in the third sentence of paragraph 92 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 92. Respondent denies all remaining allegations contained in paragraph 92.

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.

ANSWER: To the extent that the allegations contained in paragraph 93 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 93.

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).

ANSWER: The allegations contained in paragraph 94 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 94.

COUNT XIV

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 95.

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.

ANSWER: Respondent admits the allegations contained in paragraph 96.

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.

ANSWER: Respondent admits the allegations contained in paragraph 97.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on June 7, 2024, the balance in the account was \$2,034.95. Respondent denies the allegations contained in the second sentence of paragraph 98. The allegations contained in the third sentence of paragraph 98 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 98. Respondent denies all remaining allegations contained in paragraph 98.

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.

ANSWER: To the extent that the allegations contained in paragraph 99 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 99.

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).

ANSWER: The allegations contained in paragraph 100 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 100.

COUNT XV
(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 101.

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.

ANSWER: Respondent admits the allegations contained in paragraph 102.

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.

ANSWER: Respondent admits the allegations contained in paragraph 103.

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.

ANSWER: Respondent admits that the records associated with his personal checking account indicate that on June 27, 2024, the account was overdrawn by \$349.31. Respondent denies the allegations contained in the second sentence of paragraph 104. The allegations contained in the third sentence of paragraph 104 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 104. Respondent denies all remaining allegations contained in paragraph 104.

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.

ANSWER: To the extent that the allegations contained in paragraph 105 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 105.

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).

ANSWER: The allegations contained in paragraph 106 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 106.

COUNT XVI

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 107.

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.

ANSWER: Respondent admits the allegations contained in paragraph 108.

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.

ANSWER: Respondent admits the allegations contained in paragraph 109.

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.

ANSWER: Respondent admits the allegations contained in paragraph 110.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on July 11, 2024, the account was overdrawn by \$974.44. Respondent denies the allegations contained in the second sentence of paragraph 111. The allegations contained in the third sentence of paragraph 111 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 111. Respondent denies all remaining allegations contained in paragraph 111.

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.

ANSWER: To the extent that the allegations contained in paragraph 112 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 112.

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).

ANSWER: The allegations contained in paragraph 113 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 113.

COUNT XVII

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 114.

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.

ANSWER: Respondent admits the allegations contained in paragraph 115.

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.

ANSWER: Respondent admits the allegations contained in paragraph 116.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on August 9, 2024, the account was overdrawn by \$573.41. Respondent denies the allegations contained in the second sentence of paragraph 117. The allegations contained in the third sentence of paragraph 117 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 117. Respondent denies all remaining allegations contained in paragraph 117.

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.

ANSWER: To the extent that the allegations contained in paragraph 118 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 118.

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).

ANSWER: The allegations contained in paragraph 119 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 119.

COUNT XVIII

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 120.

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.

ANSWER: Respondent admits the allegations contained in paragraph 121.

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.

ANSWER: Respondent admits the allegations contained in paragraph 122.

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.

ANSWER: Respondent admits that the records associated with his personal checking account indicate that on August 26, 2024, the account was overdrawn by \$245.61. Respondent denies the allegations contained in the second sentence of paragraph 123. The allegations contained in the third sentence of paragraph 123 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 123. Respondent denies all remaining allegations contained in paragraph 123.

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.

ANSWER: To the extent that the allegations contained in paragraph 124 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 124.

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).

ANSWER: The allegations contained in paragraph 125 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 125.

COUNT XIX

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 126.

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.

ANSWER: Respondent admits the allegations contained in paragraph 127.

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.

ANSWER: Respondent admits the allegations contained in paragraph 128.

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.

ANSWER: Respondent admits that the records associated with his operating account indicate that on December 3, 2024, the account was overdrawn by \$821.26. Respondent denies the allegations contained in the second sentence of paragraph 129. The allegations contained in the third sentence of paragraph 129 constitute a legal conclusion, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in the third sentence of paragraph 129. Respondent denies all remaining allegations contained in paragraph 129.

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.

ANSWER: To the extent that the allegations contained in paragraph 130 constitute legal conclusions, no answer is required. To the extent that an answer is deemed required, and to the extent the allegations constitute factual allegations, Respondent denies the allegations contained in paragraph 130.

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).

ANSWER: The allegations contained in paragraph 131 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 131.

COUNT XX
(Alleged 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.

ANSWER: Respondent admits that the Real View checking account was not established as an IOLTA. Respondent denies all remaining allegations contained in paragraph 132.

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

ANSWER: Respondent admits that the records associated with the Real View checking account indicate that the wire transfers listed within paragraph 133 were made on the dates listed within paragraph 133, in the amounts listed within paragraph 133. Respondent denies any remaining allegations contained in paragraph 133.

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.

ANSWER: Respondent admits the allegations contained in paragraph 133.

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
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ANSWER: Respondent admits the allegations contained in paragraph 135.

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.

ANSWER: Respondent admits the allegations contained in paragraph 136.

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

ANSWER: Respondent admits that his personal checking account was not established as an IOLTA. Respondent denies all remaining allegations contained in paragraph 137.

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

ANSWER: Respondent admits that the records associated with his personal checking account indicate that the wire transfers listed within paragraph 138 were made on the dates listed within paragraph 133, in the amounts listed within paragraph 138. Respondent denies any remaining allegations contained in paragraph 138.

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.

ANSWER: Respondent admits the allegations contained in paragraph 139.

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

ANSWER: Respondent admits the allegations contained in paragraph 140.

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.

ANSWER: Respondent admits the allegations contained in paragraph 141.

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

ANSWER: Respondent admits that his operating account was not established as an IOLTA. Respondent denies the remaining allegations contained in paragraph 142.

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
4/3/24	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

ANSWER: Respondent admits the allegations contained in paragraph 143.

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.

ANSWER: Respondent admits the allegations contained in paragraph 144.

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.

ANSWER: Respondent admits the allegations contained in paragraph 145.

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.

ANSWER: Respondent admits the allegations contained in paragraph 146.

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).

ANSWER: The allegations contained in paragraph 147 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 147.

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).

ANSWER: The allegations contained in paragraph 148 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 148.

COUNT XXI

(Alleged 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.

ANSWER: Respondent admits the allegations contained in paragraph 149.

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.

ANSWER: Respondent admits the allegations contained in paragraph 150.

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).

ANSWER: Respondent admits the allegations contained in paragraph 151.

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).

ANSWER: Respondent admits the allegations contained in paragraph 152.

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).

ANSWER: The allegations contained in paragraph 153 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 153.

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).

ANSWER: The allegations contained in paragraph 154 constitute legal conclusions, and therefore no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 154.

RESPONDENT'S DISCLOSURE PURSUANT TO COMMISSION RULE 231

1. Respondent was admitted to practice law in the State of Illinois on November 6, 2006.

2. Respondent was admitted to practice law in the United States District Court for the Northern District of Illinois on August 1, 2009.

5. Respondent holds no other professional licenses other than his license to practice law.

Respectfully submitted,

/s/ James A. Doppke, Jr.

BY: James A. Doppke, Jr.

Counsel for Respondent

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

In the Matter of:

MICHAEL JEFFREY GUNDERSON,

Attorney-Respondent,

No. 6289644.

Comm. No. 2025PR00051

NOTICE OF FILING

TO: Evette Ocasio
eocasio@iardc.org

ARDC eService
ARDCeService@iardc.org

PLEASE TAKE NOTICE that on October 30, 2025, I filed the attached Answer with the Clerk of the Attorney Registration and Disciplinary Commission, copies of which are hereby served upon you.

/s/ James A. Doppke, Jr.

BY: James A. Doppke, Jr.
Counsel for Respondent

PROOF OF SERVICE

The undersigned attorney hereby certifies that he served the above Notice of Filing, and the attached Answer, by emailing them to the email addresses listed above on October 30, 2025, before 11:59 p.m.

/s/ James A. Doppke, Jr.

James A. Doppke, Jr.

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Robinson, Stewart, Montgomery & Doppke
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FILED
10/30/2025 4:45 PM
ARDC Clerk