

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

In the Matter of:

VINCENT E. SOLANO,

Attorney-Respondent,

No. 6210126.

Commission No. 2025PR00069

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Richard Gleason, pursuant to Supreme Court Rule 753(b), complains of Respondent, Vincent E. Solano, who was licensed to practice law in Illinois on November 5, 1992, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Failing to Refund Unearned Fee, and Attempting to Prevent a Client's ARDC Complaint)

1. At all times alleged in this complaint, Respondent was a sole practitioner and sole owner of a law firm in Lisle styled as Solano Law Firm, P.C., and practiced primarily in the areas of criminal defense and domestic relations.

2. On or about August 31, 2022, a person with the initials "J.S." and Respondent agreed that Respondent would represent J.S. to transfer property using a deed, file certain pleadings in J.S.'s domestic relations matter, draft J.S.'s will, and then provide J.S. a copy of that will. J.S. and Respondent further agreed that J.S. would pay Respondent a flat fee of \$2,400 for the representation. On or about August 31, 2022, J.S. paid Respondent the agreed-upon sum of \$2,400.

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ARDC Clerk

3. As of August 16, 2023, approximately one year after he had been paid in full to provide legal services, Respondent had not performed any of the work for which J.S. had paid him. Prior to August 16, 2023, J.S. asked Respondent to refund the \$2,400 flat fee J.S. had paid Respondent, but Respondent refused.

4. The work Respondent performed on J.S.'s behalf, if any, does not justify Respondent's retention of the entire fee of \$2,400. As of October 24, 2025, the date this complaint was referred to Panel C of the Commission's Inquiry Board, Respondent has not refunded any portion of his fee, transferred the property, filed his appearance or any pleadings in the domestic relations case, drafted a will for J.S., or given J.S. a copy of any documents relating to the agreed legal services.

5. In or in about August, 2023, J.S. and Respondent exchanged text messages. In the text messages he sent to Respondent, J.S. alerted Respondent to negative online reviews of Respondent's past work as an attorney, and complained that Respondent had failed to perform the work J.S. had paid Respondent to perform, as described in paragraph two, above. In a series of text messages he sent to J.S. in response, Respondent called J.S. a homophobic slur, a slur against the disabled, and also threatened to kill J.S.

6. On or about August 16, 2023, following his receipt of Respondent's homophobic and threatening texts earlier that month, J.S. sent a request for investigation of Respondent to the ARDC relating to Respondent's conduct described in paragraphs two through five, above. In or in about July of 2024, while the ARDC investigation of Respondent's conduct remained pending, Respondent met with J.S. in person. During that meeting, Respondent proposed that he would refund J.S. \$1,000 and represent J.S. in an additional matter without charge in exchange

for J.S. withdrawing his ARDC complaint against Respondent. J.S. agreed to Respondent's proposal.

7. On July 23, 2024, Respondent, or someone at his direction, drafted a letter for J.S. to execute and send to the ARDC. Respondent, or someone at his direction, then emailed a copy of that letter to J.S. The letter stated in part, "at this time, I would like to withdraw my complaint in its entirety. Mr. Solano and I have spoken and settled this matter reasonably and satisfactorily to both of us. I anticipate using Mr. Solano for future legal work." However, Respondent never paid J.S. the agreed-upon sum of \$1,000, and J.S. never sent a signed version of the letter to the ARDC that Respondent, or someone at Respondent's direction, had drafted.

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

- a. failing to act with reasonable diligence and promptness in representing a client, by conduct including failing to transfer J.S.'s deed, failing to draft J.S.'s will and provide J.S. with a copy of the will, and failing to file necessary documents in J.S.'s domestic relations matter, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failing to refund an unearned fee, by conduct including failing to refund the unearned portions of the \$2,400 in legal fees J.S. paid to Respondent, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010); and
- c. entering into an agreement with a client or former client limiting or purporting to limit the right of the client or former client to file or pursue any complaint before the Attorney Registration and Disciplinary Commission, by conduct including inducing J.S. to withdraw his complaint to the ARDC in exchange for cash and a promise of Respondent's future work for J.S., in violation of Rule 8.4(h) of the Illinois Rules of Professional Conduct (2010).

COUNT II
(Driving While Intoxicated)

9. At all times alleged in this complaint, there was in effect a criminal statute in Illinois, Chapter 625, Section 5/11-501(a)(1), entitled Driving While Under the Influence of Alcohol, which made it a Class A Misdemeanor to be in actual physical control of a motor vehicle while having a blood alcohol concentration of .08 or greater.

10. At all times alleged in this complaint, there was in effect a criminal statute in Illinois, Chapter 625, Section 5/11-501(a)(2) entitled Driving While Under the Influence of Alcohol, which made it a Class A Misdemeanor to be in actual physical control of a vehicle while under the influence of alcohol.

11. On March 5, 2023 at approximately 10:37 P.M., Respondent was driving northbound on Route 53 in Lisle without headlights. A Lisle Police Officer executed a traffic stop and saw that Respondent was the lone occupant of the vehicle. The officer noted that Respondent had an odor of alcohol emanating from his breath, had glassy eyes, and exhibited slow and slurred speech. The officer asked Respondent to perform standardized field sobriety tests, all of which Respondent performed and failed. The officer placed Respondent under arrest and transported him to the Lisle Police Department. Upon his arrival at the Lisle Police Department, Respondent submitted to a breathalyzer test, which revealed Respondent to have a blood alcohol level of .309.

12. On March 6, 2023, the arresting police officer filed a four-count complaint against Respondent in the Circuit Court of DuPage County. Count One of the complaint charged Respondent with driving under the influence of alcohol, in violation of Chapter 625, Section 5/11-501(a)(1) of the Illinois Compiled Statutes. Count Two of the complaint alleged that Respondent with driving under the influence of alcohol, in violation of Chapter 625, Section

11/501(a)(2) of the Illinois Compiled Statutes. Counts Three and Four charged Respondent with minor traffic violations.

13. On March 26, 2025, Respondent appeared before the Honorable Robert Rohm and pled guilty to Count One, Driving Under the Influence of Alcohol with a breath alcohol concentration greater than .08. In exchange for the plea, the Village of Lisle dismissed Counts Two through Four of the complaint.

14. On November 5, 2025, Respondent appeared before Judge Rohm for sentencing on his criminal case. Judge Rohm entered judgment on the conviction, and, because of Respondent's prior offense or offenses of driving under the influence of alcohol, sentenced Respondent as a defendant found guilty of a second or subsequent offense. Judge Rohm imposed a sentence of 30 days in jail and two years of misdemeanor probation. Terms of Respondent's probation include that Respondent refrain from using illicit drugs, submit to any and all counseling deemed appropriate by the DuPage County Probation Department, including DASA Level III DUI counseling, that Respondent attend a Victim Impact Panel, wear an alcohol S.C.R.A.M. monitoring device for 730 days at a cost to Respondent of \$10.79 per day, submit to urinalysis testing administered by the DuPage County Probation Department, refrain from using alcohol or non-prescription drug use, except cannabis, and that Respondent pay \$3,731 in fees and fines.

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

- a. committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects, by conduct including on March 5, 2023 committing the criminal offense of driving under the influence of alcohol, in violation of Chapter 625, Illinois Compiled Statutes, Section 5/11-501(a)(1), in violation of

Rule 8.4(b) of the Illinois Rules of Professional Conduct (2010).

COUNT III
(Conversion of \$10,000 in Client Funds and Dishonesty)

16. On or about May 20, 2024, a person with the initials “N.O.” met with Respondent to discuss the theft of funds from N.O.’s business by an employee of the business. N.O. wanted Respondent to investigate the extent of the theft and to report the theft to law enforcement officials on N.O.’s behalf.

17. On or about May 21, 2024, Respondent and N.O. agreed that Respondent would investigate the alleged theft in N.O.’s workplace, and in exchange N.O. would provide Respondent with a security retainer of \$10,000 to begin the work. Respondent and N.O. agreed that Respondent would bill N.O. an hourly fee against the retainer. Respondent did not disclose to N.O. what his hourly fee would be at the time Respondent and N.O. entered into their agreement, and Respondent never reduced the agreement to writing. On or about May 24, 2024, N.O. provided Respondent with the security retainer in the form of a check in the amount of \$10,000, made out to Respondent’s law firm.

18. On or about May 24, 2024, Respondent deposited the check referenced in paragraph 17, above, in his law firm operating account at Old Second National Bank, with an account number ending in the last four digits 0771 (“operating account”). Respondent deposited the entire balance of N.O.’s retainer check into his operating account even though, since Respondent had yet to bill N.O. for any work he performed on N.O.’s behalf, the funds then belonged to N.O., and not to Respondent.

19. Between May 20, 2024 and July 13, 2024, Respondent repeatedly told N.O. that he would review bank records, interview witnesses, and work with the Kane County State’s

Attorney's Office to bring criminal charges against N.O.'s employee. However, Respondent did little to none of the actual work he promised.

20. Between May 24, 2024 and July 12, 2024, Respondent debited his operating account to pay for his own personal or business expenses, including for the purchase of sports tickets, gas, fast food, and spa treatments. As of July 12, 2024, Respondent had overdrawn the balance in his operating account by \$1,110.13.

21. Respondent did not have N.O.'s authority to use any of N.O.'s \$10,000 retainer for his own personal or business purposes, and as of July 12, 2024, had not issued any invoices to N.O. for any time he claimed to have worked on N.O.'s matter. During that time, before Respondent issued N.O. an invoice for work Respondent purported to have performed, Respondent was required to maintain N.O.'s retainer funds in a separate client trust account, and to maintain at least \$10,000 in that account.

22. Respondent's use of the funds described in paragraphs 20 and 21, above, without N.O.'s authority and for his own personal or business purposes, constitutes conversion. During the time Respondent used the entirety of N.O.'s \$10,000 retainer, he acted dishonestly, because when he used those funds, he knew that he had not earned them and that they continued to belong to N.O.

23. On July 13, 2024, Respondent asked N.O. for an additional \$15,000 retainer. N.O. declined to provide the additional funds, and asked Respondent for an invoice for any work Respondent claimed to have performed on N.O.'s matter, and a refund of the unearned portion of the retainer. In response, on July 13, 2024, Respondent sent N.O. a document entitled "Billing Statement." The purported "billing statement" detailed no work performed by Respondent.

Instead, the statement falsely stated that the original retainer amount was \$25,000, that \$10,000 had been paid, and that \$15,000 remained due and owing.

24. Respondent's July 13, 2024 billing statement was false, because his original agreement with N.O. had been for a \$10,000 retainer payment, and N.O. had never agreed to a retainer of \$25,000.

25. Respondent knew that his July 13, 2024 billing statement was false at the time he provided it, because he knew that the original agreement had been for N.O. to provide a \$10,000 retainer, and that N.O. had never agreed to a \$25,000 retainer.

26. On or about July 14, 2024, N.O. terminated Respondent, and asked Respondent to refund the \$10,000 he had provided to Respondent. As of October 24, 2025, the date this complaint was referred to Panel C of the Commission's Inquiry Board, Respondent has refused to refund to N.O. any portion of the \$10,000 retainer, and has refused to provide N.O. with an accounting of any of his purported work on N.O.'s matter. The services Respondent provided to N.O., if any, do not justify his continued retention of the entire \$10,000 retainer N.O. provided him.

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

- a. failing to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including Respondent's deposit of N.O.'s entire \$10,000 security retainer in Respondent's operating account on May 24, 2025, and by causing the balance in his operating account to fall below the amount belonging to N.O. on July 12, 2024, thereby converting a total of \$10,000 that belonged to N.O. for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

- b. failing to refund upon termination any advance payment of fee or expense that has not been earned or incurred, by conduct including failing to refund to N.O. the unearned portions of the \$10,000 security retainer N.O. provided Respondent, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including using a total of \$10,000 of N.O.'s funds for his own personal or business purposes, without authority, and including on July 14, 2024 providing N.O. with an invoice he knew was false, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

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

Respectfully submitted,

Lea S. Gutierrez, Administrator
Attorney Registration and
Disciplinary Commission

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