

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

In the Matter of:)	
)	
SABRINA MONIKA SHAFER,)	2026PR00021
)	Commission No.
Attorney-Respondent,)	
)	
No. 6313954.)	

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Marci Jacobs, pursuant to Supreme Court Rule 753(b), complains of Respondent Sabrina Monika Shafer, who was licensed to practice law in Illinois on October 31, 2013, and alleges that Respondent has engaged in the following conduct which subjects her to discipline pursuant to Supreme Court Rule 770:

ALLEGATIONS COMMON TO ALL COUNTS

A. Background

1. In February 2016, Respondent accepted a position as Director of Training and Service Sales with Skyline Advanced Technology Services (“Skyline”), a technology company headquartered in Campbell, California. As part of her employment, Skyline provided Respondent with a cell phone, laptop and landline phone. Respondent, a resident of Illinois, primarily worked from Skyline’s Rosemont, Illinois, office.

2. On March 1, 2018, Respondent signed Skyline’s “Employee Proprietary Information and Inventions Agreement,” which prohibited Respondent from disclosing without prior authorization Skyline’s proprietary information such as trade secrets, inventions, research

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and development plans, marketing and selling plans, business plans, budgets, unpublished financial statements, and data about the skills and compensation of other employees.

3. Skyline's primary customer was the company Cisco. In 2017, Cisco issued a laptop to Respondent.

4. From June 2016 through November 2016, and from February 2018 through February 2018, Respondent was in a romantic relationship with a Cisco sales director with the initials, R.W. From March of 2018 through the Fall of 2018, Respondent was in a romantic relationship with a Cisco marketing director with the initials, "J.O."

5. From approximately the Spring of 2018 through August 2018, Respondent and J.O. worked together on a three-way contract on behalf of their respective companies, between their companies, Skyline and Cisco, and a third-party vendor named Xentaurs.

6. On May 1, 2018, while J.O. was still employed at Cisco, J.O. entered into an "Independent Sales Agent Agreement" with Xentaurs whereby J.O. would "promote the sale of Xentaurs' products and services" in certain geographical areas. On August 23, 2018, while she was still employed at Skyline, Respondent entered into an "Independent Contractor Agreement" stating that as of the start date of September 1, 2018, Respondent would, "on a non-exclusive basis perform information technology services *** on projects assigned by Xentaurs or its clients." The agreement included a provision stating that Respondent's "prior employment involved developing enablement programs," and "to the best of [her] knowledge, none [we]re relevant to any service under this Agreement."

7. At the end of August 2018, Skyline offered Respondent a new role with a new compensation plan. Respondent believed the new role was a demotion and salary reduction in retaliation for her having voiced concerns about Skyline not properly paying commissions that

Respondent believed were owed to her and her team members. Instead of accepting the new role by the proposed timeframe of August 30, 2018, Respondent told Skyline that she would discuss the matter with counsel and would be taking paid time off while she evaluated the offer. Respondent requested a meeting with Skyline's counsel and a representative of its Human Resources Department upon her return.

8. On September 14, 2018, while still on paid time off, Respondent signed an employment agreement with Xentaurs. Her start date at Xentaurs was to be October 1, 2018.

9. On September 16, 2018, during her time off, Respondent forwarded 75 emails from her Skyline email account to her personal email account to protect herself in the event Skyline sued her.

10. On September 18, 2018, the date Respondent returned from her time off, Skyline's Chief Financial Officer, a person with the initials, "R.B.," sent Respondent a letter terminating her employment. In the letter, R.B. requested that Respondent return "all property belonging to the Company or belonging to Cisco in [her] possession," including "files, whether electronic (i.e., on the personal computer, or cell phone), and those that you may have stored on any equipment owned by you or forwarded to your personal e-mail) [sic] and hard copies in your possession."

11. Later on September 18, 2018, Skyline's Director of Information Technology, a person with the initials "E.M.," emailed Respondent requesting that she "pack all of [her] skyline [sic] owned equipment and ship it to [Skyline's offices in] Campbell using the attached pre-paid label." E.M. stated in the email: "Our records show that you have two laptops and two backup hard drives," and listed the model and serial numbers of each laptop.

12. On September 20, 2018, Respondent replied to E.M.'s September 18, 2018 email stating, "I do have the 2 laptops, but I don't have any hard drives. I'll send the laptops with the label you sent, thanks!! I also have a VoIP [landline] phone, which of course I'll send, too."

13. Respondent did not send any devices back to Skyline. Instead, on September 24, 2018, Respondent emailed a letter and a document she referred to as a "Settlement Agreement" to Skyline's Chief Executive Officer, a person with the initials, "M.Z."

14. In the letter, Respondent suggested that she had a *prima facie* case of harassment, referencing an unspecified "2012 California case," and citing 11 purported employment-related legal claims against Skyline. In the letter, Respondent also requested information concerning compensation she believed Skyline owed her, and stated that she was "open to discussing the terms between us, attorneys, mediating, or arbitrating."

15. Respondent's September 24, 2018 purported "Settlement Agreement" proposed that it be entered into by herself and Skyline "with regard to the matter of *Shafer v. Skyline Advanced Technology Services*, case number not yet assigned, (herein after "Legal Proceedings" or "Lawsuit").

16. In response, on October 2, 2018, an attorney representing Skyline with the initials "S.D." sent Respondent a letter reiterating Respondent's obligation to return the two laptops and stating, "No files or evidence should be erased or deleted from the computers before they are returned and [Respondent] should take appropriate steps to preserve all evidence in [her] possession relating to any of the matters described herein." S.D. informed Respondent that Skyline had "undertaken an investigation into certain of [her] activities," involving the potential claims of action of breach of duty of loyalty," and fraudulent expense reimbursement requests.

17. In the same letter, S.D. also stated that Skyline had evidence that during Respondent's employment at Skyline, Respondent "engaged in ongoing business activities for [her] personal benefit." This related to Respondent's alleged involvement "in personal relationships with at least two representatives of Skyline's customer (Cisco) with whom [she] was doing business. These personal relationships have been revealed in a variety of ways, including for example, emails between [Respondent] and the individuals describing personal activities such as joint travel, joint hotel accommodations, and [Respondent's] invitation extended to one of these individuals to [Respondent's] family's reunion, etc. It is also clear that [Respondent] w[as] working directly and surreptitiously with one of these individuals, providing legal and other services to and for his and [Respondent's] benefit and to the detriment of Skyline, all while [Respondent] w[as] on Skyline's payroll as a full-time employee. And written communication between [Respondent and the individual] expressly acknowledged that such activities were to be kept between [Respondent and the individual]."

18. As of October 8, 2018, Respondent had not replied to S.D.'s October 2, 2018 letter. On October 8, 2018, S.D. emailed Respondent stating that she had had ample time to return the laptops, and that if she did not send them by October 10, 2018, he would "seek the assistance of the Lake Forest Police Department to secure their recovery."

19. On October 10, 2018, Respondent emailed S.D. stating she was "away on business" and would return the laptops upon her return. S.D. emailed Respondent back the same day stating that they considered her response to be unacceptable, and reminding Respondent that "Skyline ha[d] an ongoing investigation underway concerning [her] activities while working for the company," and that "[a]ccess to the data on the company's laptops is important to that investigation. And they contain confidential and proprietary Skyline information and intellectual

property.” S.D. again warned of involving the authorities if Respondent did not return the laptops that day.

20. On October 11, 2018, Respondent emailed S.D. stating that she was “not in a position” to return anything, and that he would be “hearing from [her] counsel shortly.”

21. On October 12, 2018, at 8:42 a.m., Respondent emailed S.D. stating that she would “have the property shipped today” or first thing the next morning.

22. On October 12, 2018, at 11:41 a.m., Respondent went to a Best Buy electronics store in Vernon Hills, Illinois, and purchased a new hard drive for a laptop. At 11:46 a.m., Best Buy technology support, at Respondent’s direction, replaced the existing hard drive on the Skyline issued laptop with the new hard drive Respondent had just purchased. Respondent left the original hard drive at Best Buy and never took possession of it again after it was removed. She did not return the laptop to Skyline that day.

23. On October 12, 2018, at 4:45 p.m., Respondent contacted an attorney with the initials C.O. for the first time. On October 13, 2018, Respondent and C.O. entered into an agreement “for the purpose of [C.O.] representing [Respondent] in the pursuit of her employment related claims against Skyline.”

24. On October 24, 2018, a Rosemont Police detective called Respondent and informed her that she would be prosecuted for theft of the Skyline and Cisco issued laptops if she did not immediately return the laptops.

25. On October 25, 2018, Respondent returned both laptops to Skyline, with the new hard drive in place of the original in the Skyline issued laptop, and the Cisco laptop intact with its original hard drive.

26. On October 31, 2018, Skyline filed a civil complaint in the United States District

Court for the Northern District of California to initiate the matter entitled *Skyline Advanced Technology Services v. Shafer* (“*Skyline case*”), docket number 18-cv-06641, alleging that during her employment by Skyline, Respondent had engaged in conduct that amounted to breach of contract, breach of fiduciary duty, breach of loyalty, fraudulent concealment, fraudulent misrepresentation, negligent misrepresentation, and conversion. Skyline’s claims included that while Respondent was working at Skyline; Respondent developed a romantic relationship with J.O.; Respondent and J.O. were engaged in three-way contract negotiations on behalf of their respective companies with Xentaur; during those contract negotiations, J.O. was already “surreptitiously working for both Cisco and Xentaur at the same time” and Respondent was planning to leave Skyline to work at Xentaur; and Respondent conspired with J.O. to arrange for grossly excessive fees to be paid to Xentaur for the financial benefit of Respondent and J.O.

27. On December 2, 2018, Respondent filed a civil complaint against Skyline and others in the United States District Court for the Northern District of Illinois to initiate the matter entitled *Shafer v. Skyline Advanced Technology, et al.* (“*Shafer case*”), docket number 18-cv-007953, alleging violation of the Illinois Wage Payment and Compensation Act, breach of contract, and defamation. Respondent’s claims included that Skyline did not pay her the full commissions she earned while employed there. The case was subsequently transferred to the Northern District of California (renumbered 19-cv-00787) and proceeded on a parallel track with the *Skyline* case before the same judge.

28. In pursuit of discovery on both cases, on April, 23, 2019, Skyline requested production of all communications from “February 2016 to the present” between Respondent and J.O. regarding Xentaur, Cisco, and the *Skyline* defendants; between Respondent and Cisco; and between Respondent and Xentaur. Skyline also requested all documents concerning Respondent’s

allegations in the Shafer case that Skyline did not pay her the full amount of her earned commissions.

29. In response, Respondent produced very few emails between she and J.O., and none of the thousands of texts messages they exchanged during the months while they were negotiating the contract with Xentaur. Respondent also did not produce emails and other documents relating to Xentaur that Skyline eventually obtained from Xentaur. Further, Respondent produced only 15 of 75 emails that she had forwarded from her Skyline email account to her personal email during her time off.

COUNT I

(Conduct Involving Dishonesty, Fraud, Deceit, and Misrepresentation)

30. The Administrator realleges the facts set forth in paragraphs one through 29.

A. False Testimony in a Deposition

31. On December 9, 2019, Respondent gave a deposition under oath in furtherance of both the *Skyline* and *Shafer* cases. At that deposition, Respondent responded that she did not know or did not recall in response to over 300 questions. She responded that she did not understand the question asked of her approximately 85 times. Respondent also denied that she was the person who sent certain emails from her Skyline and personal email accounts, and denied that she signed and initialed documents with her signature and initials on them. At no time did Respondent testify that she believed the Skyline computer was hers to keep.

32. Also during the deposition, S.D. asked Respondent if she had deleted anything from the Skyline issued laptop before she returned it to Skyline. Respondent testified, “No.” S.D. asked Respondent if she “push[ed] the factory reset button on the computer,” to which Respondent answered, “No.” S.D. then asked Respondent if Respondent had given the computer to anyone else to delete anything from the computer or press the factory reset button. Respondent answered, “No.”

S.D. asked if it was Respondent's testimony that she "returned to laptop to Skyline in exactly the same condition with everything that was on it on [her] last day of employment with Skyline." Respondent testified, "I don't understand the question." S.D. then asked Respondent, "did you in any way alter the laptop or anything loaded on the laptop from the time you terminated employment to the time you returned it to Skyline." Respondent replied, "No." Additionally, at Respondent's deposition, S.D. asked Respondent if she "ever" dated J.O. Respondent answered, "No."

33. Respondent's testimony that she did not delete anything from the Skyline issued laptop before she returned it to Skyline was false because she directed a Best Buy employee to replace the hard drive on the laptop on October 12, 2018, after her employment with Skyline was terminated on September 18, 2018, and before she returned the laptop on October 25, 2018.

34. Respondent knew that her testimony that she did not delete anything from the Skyline issued laptop before she returned it to Skyline was false because she directed a Best Buy employee to replace the hard drive on the laptop on October 12, 2018, after her employment with Skyline was terminated on September 18, 2018, and before she returned the laptop on October 25, 2018.

35. Respondent's testimony that she had not given the computer to anyone else to delete anything from the computer or press the factory reset button was false because she directed a Best Buy employee to replace the hard drive on the laptop on October 12, 2018, after her employment with Skyline was terminated on September 18, 2018, and before she returned the laptop on October 25, 2018.

36. Respondent's testimony that she did not alter the Skyline issued laptop in any way from the time she terminated employment from Skyline until the time she returned it to Skyline

was false because she directed a Best Buy employee to replace the hard drive on the laptop on October 12, 2018, after her employment with Skyline was terminated on September 18, 2018, and before she returned the laptop on October 25, 2018.

37. Respondent knew that her testimony that she did not alter the laptop in any way from the time she terminated employment from Skyline until the time she returned it to Skyline was false, because she directed a Best Buy employee to replace the hard drive on the laptop on October 12, 2018, after her employment with Skyline was terminated on September 18, 2018, and before she returned the laptop on October 25, 2018.

38. Respondent's testimony that she never dated J.O. was false because she did date J.O.

39. Respondent knew that her testimony that she never dated J.O. was false because she did date J.O.

B. *False Statements in Sworn Declarations*

40. On May 22, 2020, Skyline filed in both the *Skyline* and *Shafer* cases a document entitled "MOTION FOR SANCTIONS DUE TO SABRINA SHAFER'S SPOILIATION OF EVIDENCE," along with the sworn declaration of a forensic computer expert who attested that he examined Respondent's Skyline issued laptop and found that it had had an intentional "full system restore" on October 12, 2018. Skyline alleged that Respondent not only destroyed evidence on the Skyline issued laptop, but that she destroyed all relevant texts and emails from her personal phone and email account. Skyline further alleged that Respondent destroyed the evidence after she had knowledge that litigation was imminent and she had a duty to preserve it.

41. On June 14, 2020, Respondent filed a document entitled "OPPOSITION TO SKYLINE'S MOTION FOR SANCTIONS DUE TO SPOILIATION," along with her sworn

declaration. In her declaration, Respondent attested for the first time that the Skyline issued laptop was actually hers to keep as part of her compensation package, and that her initial offer to send it back was a “conciliatory gesture.” She then admitted that she had had the hard drive replaced, but said it was to prevent Skyline from spying on her and planting a tracking device on her laptop. She also claimed that she believed that “all of the data from [the] Laptop could be restored from a Skyline backup of [the] Laptop kept on Skyline’s company’s server.” Respondent further attested that she ultimately returned the laptop because of the Rosemont police detective’s October 24, 2018, communication to Respondent threatening to have her prosecuted for theft.

42. Respondent’s statement in her June 14, 2020 sworn declaration that the Skyline issued laptop was hers to keep was false because she always knew the device was Skyline’s property and had previously acknowledged her obligation to return the laptop in multiple communications to Skyline as well as in her deposition.

43. Respondent knew that her statement in her June 14, 2020 sworn declaration that the Skyline issued laptop was hers to keep was false because she always knew the device was Skyline’s property and had previously acknowledged her obligation to return the laptop in multiple communications to Skyline as well as in her deposition.

44. Additionally in her June 14, 2020 declaration, Respondent denied that she “put together a settlement demand” with the “intention of litigating her concerns with Skyline.”

45. Respondent’s statement in her June 14, 2020 sworn declaration denying she intended litigation when she sent Skyline her September 24, 2018 settlement demand was false because her September 24, 2018 settlement demand explicitly referenced possible litigation where it suggested that Respondent had a “*prima facie*” case of harassment referencing a “2012 California case,” cited 11 purported employment-related legal claims against Skyline, and said it was “with

regard to the matter of *Shafer v. Skyline Advanced Technology Services*, case number not yet assigned, (herein after “Legal Proceedings” or “Lawsuit”).

46. Respondent knew that her statement in her June 14, 2020 sworn declaration denying she intended litigation when she sent Skyline her September 24, 2018 settlement demand was false because her September 24, 2018 settlement demand explicitly referenced possible litigation where it suggested that Respondent had a “*prima facie*” case of harassment referencing a “2012 California case,” cited 11 purported employment-related legal claims against Skyline, and said it was “with regard to the matter of *Shafer v. Skyline Advanced Technology Services*, case number not yet assigned, (herein after “Legal Proceedings” or “Lawsuit”).

47. Also, in her June 14, 2020 declaration, Respondent claimed that she had a long-standing “information management practice” of “regularly – daily and weekly, deleting emails and text messages that were no longer of use [her],” and produced any remaining emails and texts that were responsive to Skyline’s requests for production.

48. Respondent’s statement in her June 14, 2020 sworn declaration that she had a long-standing information management practice of regularly deleting texts and emails was false because she deleted the relevant texts and emails to avoid producing evidence unfavorable to her position in the *Skyline* and *Shafer* cases.

49. Respondent knew that her statement in her June 14, 2020 sworn declaration that she had a long-standing information management practice of regularly deleting texts and emails was false because she deleted the relevant texts and emails to avoid producing evidence unfavorable to her position in the *Skyline* and *Shafer* cases.

50. On July 14, 2020, after a hearing on Skyline’s motion for sanctions, the Honorable Robert M. Illman, the magistrate judge assigned to the matter, granted the motion finding that

Respondent: willfully spoliated evidence in bad faith, including the computer hard drive, texts, and emails; exhibited “unconscionable and uncooperative behavior at her deposition” including “feigning an inability to understand even the most simply phrased questions; provided “less-than-plausible explanations in her affidavit” about her data management policy and ownership of the laptop which resulted in “overt and glaring inconsistencies between her deposition testimony and the statements in her sworn affidavit”; and testified to “half-truths and outright fabrications” during her deposition. Judge Illman found that Respondent deleted the texts and emails “only once it became apparent to her that she might have to undergo litigation with Skyline and only so she might enjoy a more, rather than less favorable evidentiary picture in the case.” Judge Illman further stated that Respondent’s new claim that she owned Skyline’s laptop “strain[ed] credulity.” Judge Illman recommended the dismissal of the Shafer case in its entirety, the granting of an adverse inference instruction for the fact finder in the Skyline case, and that Respondent pay monetary sanctions to Skyline’s attorneys for their expenses in connection with the sanctions motion. The trial judge, Judge Charles. R. Breyer, adopted Judge Illman’s findings in full.

51. After Skyline motion for attorneys’ fees and costs was litigated, Judge Illman ordered Respondent to pay \$49,056.36 to Skyline for its attorneys’ fees and costs relating to the successful sanctions motion. Judge Breyer ordered that Respondent pay Skyline \$36,897.02 for its costs in the *Shafer* case as the prevailing party there.

52. On October 1, 2021, Skyline filed a motion for partial summary judgment in the *Skyline* case on its claims of breach of contract and breach of duty of loyalty. Skyline claimed that Respondent revealed confidential or proprietary company information to Xentaurus and Cisco.

53. On October 22, 2021, Respondent filed her sworn declaration in support of her opposition to Skyline’s motion for partial summary judgment. In her declaration, Respondent

attested that she “did not sign” Skyline’s “Employee Proprietary Information and Inventions Agreement,” she “did not initial any of [its] pages,” no one at Skyline ever showed it or gave it to her, and she had seen it “for the first time in this litigation.”

54. Respondent’s statements that she “did not sign” Skyline’s “Employee Proprietary Information and Inventions Agreement,” she “did not initial any of [its] pages,” no one at Skyline ever showed it or gave it to her, and that she had seen “it for the first time in this litigation” were false because Respondent had seen, signed, and initialed the Agreement on March 1, 2016, later admitting to Judge Breyer that she simply did not remember signing the document and was not, in fact, questioning its “authenticity.”

55. Respondent knew that her statements that she “did not sign” Skyline’s “Employee Proprietary Information and Inventions Agreement,” she “did not initial any of [its] pages,” that no one at Skyline ever showed it or gave it to her, and she had seen “it for the first time in this litigation” were false because she had seen, signed, and initialed the Agreement on March 1, 2016, later admitting to Judge Breyer that she simply did not remember signing the document and was not, in fact, questioning its “authenticity.”

56. Judge Breyer granted Skyline’s motion for partial summary judgment in part, finding in favor of Skyline on its claims of breach of contract and breach of the duty of loyalty, but ordering trial on the issue of damages.

C. False Testimony at Trial

57. The trial on the issue of damages in the *Skyline* case was held on February 5 and 6, 2024, with Respondent testifying on both dates.

58. Respondent testified that she had not had a romantic relationship with R.W., had not shared a hotel room with him, and that emails that showed that she had had a romantic

relationship with R.W. and had shared a hotel with him meant something other than she had been in romantic relationship with R.W. and shared a hotel room with him.

59. Respondent's testimony that she had not been in a romantic relationship with R.W. had not shared a hotel room with him, and that emails that said otherwise did not mean what they said was false because Respondent had been in a romantic relationship with R.W., had shared a hotel room with him the emails meant what they said.

60. Respondent knew that her statements that she had not been in a romantic relationship with R.W., had not shared a hotel room with him, and that emails that said otherwise did not mean what they said was false because Respondent had been in a romantic relationship with R.W., had shared a hotel room with him, and the emails meant what they said.

61. Respondent also testified that she had been in a romantic relationship with J.O., but that the relationship began only after she left Skyline's employment.

62. Respondent's testimony denying that she was in a romantic relationship with J.O. during her employment at Skyline was false because Respondent had been in a romantic relationship with J.O. while she was employed at Skyline.

63. Respondent knew that her statements denying that she was in a romantic relationship with J.O. during her employment at Skyline were false because she knew she had been in a romantic relationship with J.O. while she was employed at Skyline.

64. The trial judge ruled in favor of Skyline, finding Respondent's testimony relating to R.W. and J.O. and the emails between them was "not credible and contrary to the language of the emails," and awarding Skyline \$745,061.53 in damages. The judge found Respondent's overall testimony "not to be forthcoming and not credible, simply dishonest."

D. Conclusions of Misconduct

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

- a. Knowingly making a false statement of material fact to a tribunal by falsely testifying in her June 14, 2020 sworn declaration that she believed her Skyline issued laptop was hers to keep, that she did not anticipate litigation on September 24, 2018, and that she routinely deleted texts and emails and not for the purpose of avoiding tendering them in litigation, falsely testifying in her October 22, 2021 declaration that she never signed, initialed, or saw Skyline's Proprietary agreement before the lawsuit; and falsely testifying at trial that she had not been in a romantic relationship with R.W. at all or J.O. while employed at Skyline, in violation of Rule 3.3(a)(1) of the Illinois Rules of Professional Conduct (2010).
- b. unlawfully obstructing another party's access to evidence and unlawfully altering, destroying, or concealing other material having potential evidentiary value by directing Best Buy employees to replace the hard drive in the Skyline issued laptop and not retaining the original hard drive, in violation of Rule 3.4(a) of the Illinois Rules of Professional Conduct (2010);
- c. knowingly disobeying an obligation under the rules of a tribunal by failing to comply with court-ordered discovery by directing Best Buy employees to replace the hard drive in the Skyline issued laptop and not retaining the original hard drive, in violation of Rule 3.4(c) of the Illinois Rules of Professional Conduct (2010);
- d. knowingly making a false statement of material fact to a third person by testifying at her deposition that she had not altered her Skyline's issued laptop when she had already replaced its hard drive in violation of Rule 4.1(a) of the Illinois Rules of Professional Conduct (2010); and
- e. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by destroying Skyline's hard drive and relevant texts and emails after she knew she had a duty to preserve them; testifying at her deposition that she had not altered her Skyline's issued laptop when she had already replaced its hard drive; falsely stating in her June 14, 2020 declaration that she believed her Skyline issued laptop was hers to keep, that she did not anticipate litigation on

September 24, 2018, and that she routinely deleted texts and emails and not for the purpose of avoiding tendering them in litigation; falsely stating in her October 22, 2021 declaration that she never signed, initialed, or saw Skyline's Proprietary agreement before the lawsuit; and falsely testifying at trial that she had not been in a romantic relationship with R.W. at all or J.O. while employed at Skyline, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(False Statement in Connection with a Disciplinary Matter)

66. The Administrator realleges the facts set forth in paragraphs one through 64.

67. By letter dated July 18, 2024, using information supplied by Respondent with the expectation that it would be submitted to the Administrator, Respondent's counsel responded to the Administrator's request for information regarding Respondent's conduct in connection with the *Skyline* and *Shafer* cases stating that Respondent did not immediately return the Skyline and Cisco equipment "upon guidance by her legal counsel [C.O.]," and that "with the advice of [C.O.], she replaced the hard drive on the [Skyline issued laptop]."

68. Respondent's statements through her counsel's July 18, 2024, letter to the ARDC that she did not immediately return the Skyline and Cisco equipment "upon guidance by her legal counsel [C.O.]," and that "with the advice of [C.O.], she replaced the hard drive on the [Skyline issued laptop] were false because Respondent had not known of C.O. until 4:45 p.m. on October 12, 2018, when she first contacted him, after she had decided not to return the equipment and several hours after she directed the hard drive on the Skyline issued laptop to be replaced.

69. Respondent knew that her statements through her counsel's July 18, 2024, letter to the ARDC that she did not immediately return the Skyline and Cisco equipment "upon guidance by her legal counsel [C.O.]," and that "with the advice of [C.O.], she replaced the hard drive on the [Skyline issued laptop] were false because Respondent had not known of C.O. until 4:45 p.m.

on October 12, 2018, after she had decided not to return the equipment and hours after she directed the hard drive on the Skyline issued laptop to be replaced.

70. On November 4, 2025, Respondent gave testimony to the Commission in this matter. Respondent testified that she discussed replacing the hard drive on the Skyline issued laptop with C.O. after which, she replaced the hard drive.

71. Respondent's testimony that she discussed replacing the hard drive on the Skyline issued laptop with C.O. after which she replaced the hard drive was false because she had not known of C.O. until 4:45 p.m. on October 12, 2018, when she first contacted him, which was hours after she directed that the hard drive on the Skyline issued laptop be replaced.

72. Respondent knew that her testimony that she discussed replacing the hard drive on the Skyline issued laptop with C.O. after which she replaced the hard drive was false because she had not known of C.O. until 4:45 p.m. on October 12, 2018, when she first contacted him, which was hours after she directed that the hard drive on the Skyline issued laptop be replaced.

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

- a. knowingly making false statements of material fact in connection with a disciplinary matter when Respondent told the Commission that C.O. advised her to replace the hard drive, and that she had discussed replacing the hard drive with C.O. prior to her doing so, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by stating to the Commission that C.O. advised her to replace the hard drive, and that she had discussed replacing the hard drive with C.O. prior to her doing so, 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

By: /s/ Marci Jacobs
Marci Jacobs

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