

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

In the Matter of:

ANDJELKO GALIC,

Attorney-Respondent,

No. 6226756.

Commission No. 2026PR00024

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorneys, Richard Gleason and Morgan Handwerker, pursuant to Supreme Court Rule 753(b), complains of Respondent, Andjelko Galic, who was licensed to practice law in Illinois on May 2, 1995, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Dishonesty and Conduct Prejudicial to the Administration of Justice)

1. At all times alleged in this complaint, Respondent was a sole practitioner and sole owner of a law firm in Lisle styled as Andjelko Galic Law P.C., and practiced primarily in the areas of mortgage foreclosure defense and personal injury.

2. At all times alleged in this complaint, Respondent maintained a client trust account at Chase Bank with an account number ending in the last four digits 6938 (“Respondent’s IOLTA account”). The account was entitled “Law Offices of Andjelko Galic IOLTA 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.

3. On November 25, 2013, Respondent’s wife, K.G., filed a petition in the Circuit Court of Cook County seeking the dissolution of her marriage to Respondent. The clerk of the

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court assigned the matter case number 13D430598, and the case was eventually assigned to the Honorable Fe Fernandez.

4. Respondent and K.G. contested numerous matters in the marriage dissolution case, including the classification and assignment of K.G.'s non-marital property, the division of the marital estate, past-due child support and contempt orders relating to unpaid child support, future child support and contributions to child-related costs, maintenance, the allocation of parental responsibilities and parenting time, and the parties' relative contributions to attorneys' fees.

5. Respondent and K.G. engaged in discovery relating to the contested issues in their marriage dissolution case. In or in about June of 2015, K.G.'s attorneys issued to Respondent interrogatories seeking information about his finances. Interrogatory number six asked the following:

During the preceding three years, have you had any account or investment in any type of financial institution, individually or with another or in the name of another, including checking accounts, savings accounts, certificates of deposit, and money market accounts? If so, with regard to each such account or investment, state the following:

- a. The type of account or investment;
- b. The name and address of the financial investment;
- c. The name and address of each person in whose name the account was held; and
- d. Both the high and low balance of the account or investment, stating the date of the high balance and the date of the low balance.

In response to the interrogatory number six, on or about July 3, 2015, Respondent answered, "none." Respondent signed his interrogatory answers, including his answer to interrogatory number six, stating, "[Respondent], being first duly sworn on oath, deposes and states that he is the Respondent in the above-captioned matter, and that he has read the foregoing document, and the answers made herein are true, correct and complete to the best of his knowledge and belief."

On or about July 3, 2015, Respondent sent his signed interrogatory answers to K.G.'s lawyers. Discovery closed on October 9, 2015.

6. Respondent's sworn declaration that his answers to the interrogatories were "true, correct, and complete to the best of his knowledge" was false, because his answer to interrogatory number six—that he had no bank account either individually or with another or in the name of another—was not true. At the time Respondent made his declaration, and contrary to his answer to interrogatory number six, he maintained his IOLTA account, described in paragraph two, above, and also an account entitled, "Law Firm of of Andjelko Galic, Inc." with an account number ending in the last four digits 9765.

7. Respondent knew his declaration was false when he made it because, at the time he swore to the veracity and accuracy of his interrogatory answers, he regularly received account statements for the IOLTA account, and kept client funds and his own earned fees in the that account.

8. Judge Fernandez presided over a contested trial between Respondent and K.G. which lasted 19 non-consecutive days, beginning on January 4, 2016 and ending on September 30, 2016. While testifying on February 4, 2016 and February 19, 2016, Respondent disclosed that, contrary to the interrogatory answer he provided to K.G.'s lawyers on July 3, 2015, described in paragraph five, above, he maintained two bank accounts at Chase Bank, and one of those accounts was an IOLTA account.

9. On March 11, 2016, K.G.'s attorneys filed a motion seeking leave to issue a subpoena to Chase Bank for information about Respondent's bank accounts. On June 23, 2016, Judge Fernandez granted that motion, and K.G.'s attorneys issued the subpoena to Chase Bank. The records Chase Bank provided in response to the subpoena showed that, as of June 20, 2016, the balance in Respondent's IOLTA account was \$96,269.01. The funds in Respondent's IOLTA

account related to three of Respondent's clients: individuals with the initials "R.D.," "S.H.," and "T.D."

10. On January 6, 2017, Judge Fernandez entered her judgment of dissolution of the couple's marriage and a memorandum order, finding that Respondent concealed earned fees in his IOLTA account. Judge Fernandez found that \$20,906.35 of the balance in Respondent's IOLTA account had been Respondent's retained earnings from his work on R.D.'s matter. Judge Fernandez further found that the remaining balance of \$81,617.66 in Respondent's IOLTA account consisted of a \$59,117.66 deposit from a settlement check in S.H.'s matter, and a \$22,500 deposit of a settlement check in T.D.'s matter. Judge Fernandez further found that Respondent was entitled to a one-third fee on S.H.'s and T.D.'s matters, totaling \$26,933.83. Judge Fernandez found that, as a result, \$47,840.18 of the IOLTA balance of \$81,618.66 was marital property. Judge Fernandez ordered that the amount of \$47,840.18 was to be split evenly between Respondent and his ex-wife K.G, each receiving \$23,906.35 from the funds on deposit in Respondent's IOLTA account.

11. In her January 6, 2017 memorandum order, Judge Fernandez further found Respondent in contempt for having willfully failed to pay court-ordered child support. Judge Fernandez set the purge amount for her contempt finding at \$20,000, which Respondent was required to pay from his portion of his fees remaining in his IOLTA account. Judge Fernandez further found that Respondent was required to pay the attorneys' fees K.G. incurred as a result of having to present and prosecute the pleadings regarding Respondent's failure to pay child support, and ordered that those fees would be paid from the balance of Respondent's IOLTA account. Judge Fernandez enjoined Respondent from withdrawing, transferring, or disbursing \$43,920.09 representing retained earnings and K.G.'s share of the contingency fees held in

Respondent's IOLTA account except to issue a certified check to K.G. for the past due child support and her \$23,920.09 marital share of the retained earnings and contingency fees.

12. As of January 31, 2017, Respondent had not issued a certified check to K.G., as required by Judge Fernandez's order, and on that date, K.G.'s attorneys sought and obtained an order from the Honorable Raul Vega, who was presiding over Respondent's dissolution of marriage matter, which ordered Chase Bank to turn over to K.G., through K.G.'s attorneys, \$43,920.09 from Respondent's IOLTA account. On or about January 31, 2017, Chase Bank turned over \$43,920.09 from Respondent's IOLTA account and provided the funds to K.G.'s attorneys, in accord with Judge Vega's order.

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

- a. knowingly making a false statement of fact or law to a tribunal, by conduct including falsely stating in his July 3, 2015 interrogatory answers that he did not possess any bank account responsive to that interrogatory, when he knew that statement was false, 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, by conduct including falsely stating in his July 3, 2015 interrogatory answers that he did not possess any bank accounts responsive to that interrogatory, when he knew that answer was false, in violation of Rule 3.4(a) of the Illinois Rules of Professional Conduct (2010);
- c. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including keeping his earned fees in his IOLTA account in order to avoid having to disclose those earned fees as income in his marriage dissolution case, and by falsely declaring in his July 3, 2015 interrogatory answers that he possessed no bank account responsive to the interrogatories, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010); and

- d. engaging in conduct that is prejudicial to the administration of justice, by conduct including falsely declaring in his interrogatories that he had no bank accounts responsive to the interrogatories, and by commingling his earned fees with his clients' funds in his IOLTA account with the purpose of disguising those earned fees as income in his marriage dissolution case, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Incompetence, Lack of Diligence, and Failure to Promptly Deliver Settlement Funds, and Commingling – S.H.'s Matter)

14. On or about January 22, 2011, a person under the age of 18 with the initials "S.H.," described in paragraphs nine and ten, above, was involved in a motor vehicle collision in Chicago. As a result of the collision, S.H. sustained injuries and incurred medical expenses.

15. On March 5, 2011, a woman with the initials "F.H.," who was S.H.'s mother, agreed with Respondent that he would represent S.H. in matters relating to the incident referred to in paragraph 14, above. F.H. and Respondent agreed that Respondent's fee would be contingent upon S.H. receiving an award or settlement, and that Respondent would receive one-third of any recovery from the responsible party or their insurer as his fee, plus be reimbursed for any costs or expenses that he paid.

16. On or about May 23, 2012, Respondent received a notice of Advocate Illinois Masonic Medical Center's hospital lien in the amount of \$120,511 against any causes or actions arising from S.H.'s injuries, described in paragraph 15, above. ("Illinois Masonic's claimed hospital lien")

17. On or about June 5, 2012, Respondent filed a personal injury action on S.H.'s behalf in the Circuit Court of Cook County against two alleged at-fault drivers, individuals with the initials "F.C." and "O.C."

18. On or about November 5, 2014, S.H. and O.C., one of the at-fault drivers, agreed to a settlement of the matter described in paragraphs 15 through 16, above, with S.H. releasing all claims against O.C. in exchange for the payment of \$59,117.66. Pursuant to the representation agreement referenced in paragraph 15, above, Respondent was entitled to receive no more than \$19,508.83 from the settlement with O.C. as his legal fee, plus reimbursement for costs or expenses relating to the representation. On the same day, S.H. and F.C., the remaining at-fault driver, agreed to a settlement of the matter described in paragraphs 15 through 16, above, with S.H. releasing all claims against F.C. in exchange for the payment of \$7,882.34. Pursuant to the representation agreement referenced in paragraph 15, above, Respondent was entitled to receive no more than \$2,601.17 from the settlement with F.C. as his legal fee, plus reimbursement for costs or expenses relating to the representation. Following the execution of the settlement agreements, the court dismissed the case with prejudice, but retained jurisdiction for the purposes of any supplemental proceedings.

19. On or about August 28, 2015, Respondent received State Farm settlement check number 101882486J, in the amount of \$59,117.66, in satisfaction of S.H.'s settlement agreement with O.C. On or about September 24, 2015, Respondent deposited that check in his IOLTA account. Respondent did not receive the \$7,882.34 check in satisfaction of S.H.'s settlement with F.C.

20. Between September 24, 2015, when Respondent deposited S.H.'s \$59,117.66 settlement check in his IOLTA account, and January 6, 2017, when Judge Fernandez entered her judgment for dissolution of marriage and memorandum opinion in Respondent's divorce matter, Respondent did not transfer distribute any portion of S.H.'s settlement funds to S.H., transfer any portion of his earned fee from his IOLTA account, file any motion to adjudicate Advocate's

medical lien, or file any motion to compel F.C.'s settlement payment of \$7,882.34, which he had not received.

21. As of April 7, 2026, the date the Administrator referred an investigation relating to Respondent's handling of the case involving S.H. to the Commission's Inquiry Panel, Respondent had not distributed any portion of S.H.'s settlement funds to S.H., had not filed any motion in S.H.'s Circuit Court case to adjudicate Illinois Masonic's claimed hospital lien, described in paragraph 16, above, and had not filed any motion to enforce the settlement agreement against F.C. to recover the agreed-upon \$7,882.34 in settlement funds which were due to S.H. from F.C., which remain unpaid.

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

- a. failing to provide competent representation to a client, by conduct including not seeking to adjudicate the hospital lien asserted by Illinois Masonic Hospital in and by not seeking to enforce the settlement agreement against F.C. in S.H.'s matter, in violation of Rule 1.1 of the Illinois Rules of Professional Conduct (2010);
- b. failing to act with diligence and promptness in representing a client, by conduct including not seeking to adjudicate the hospital lien asserted by Illinois Masonic Hospital matter, and not distributing S.H.'s settlement funds to her, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- c. failing to hold funds of clients or third persons that are in the lawyer's possession in connection with a representation separate from the lawyer's own funds, by conduct including failing to remove his earned fees from his IOLTA account on S.H.'s, and matter, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010); and
- d. failing to promptly deliver to the client or third persons and funds the client or third persons are entitled to receive, including failing to deliver settlement funds to S.H., and failing to deliver settlement funds in satisfaction of a valid

lien to Illinois Masonic Hospital relating to care and treatment provided to S.H., in violation of Rule 1.15(e) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(Failure to Promptly Deliver Settlement Funds, and Commingling – T.D.’s Matter)

23. On or about 2008, the City of Chicago demolished a single family home that belonged to an individual with the initials “T.D.” On or about July 27, 2009, an attorney named Jeffrey Gutman filed a complaint on T.D.’s behalf against the City of Chicago in the Circuit Court of Cook County, alleging that the City had wrongfully demolished T.D.’s house and, as a result, caused T.D. damages.

24. On or before December 1, 2011, Respondent and T.D. agreed that Respondent would replace T.D.’s current attorney and represent T.D. in T.D.’s pending suit against the City of Chicago, described in paragraph 23, above. Respondent and T.D. further agreed that Respondent’s fee would be contingent upon T.D. receiving an award or settlement, and that Respondent would receive one-third of any recovery from the City of Chicago as his fee, plus reimbursement for any costs or expenses that he paid. On December 1, 2011, Respondent entered his appearance as T.D.’s attorney in the matter, replacing the appearance of Mr. Gutman.

25. On May 29, 2013, Respondent, on T.D.’s behalf, dismissed the pending suit against the City of Chicago without prejudice, which permitted T.D. to refile his suit against the City of Chicago within two years of the date of dismissal.

26. On May 29, 2014, Respondent, on T.D.’s behalf, refiled his suit against the City of Chicago. The Clerk of the Circuit Court assigned the case to the Honorable John P. Callahan.

27. On or about November 16, 2015, T.D. and the City of Chicago agreed to a settlement of the matters referenced in paragraph 24, above, for a total settlement of \$22,500. Pursuant to the representation agreement described in paragraph 25, above, Respondent was

entitled to receive no more than \$7,425 as his legal fee, plus reimbursement for any costs or expenses relating to the representation. A retained expert was due \$4,468 of the settlement funds, and T.D. was entitled to the remaining \$10,607.

28. On or about November 19, 2015, Respondent received check number 42031409 in the amount of \$22,500 from the City of Chicago, in satisfaction of the settlement described in paragraph 27, above. On February 26, 2016, Respondent deposited the settlement check in his IOLTA account. On June 3, 2016, Respondent paid the expert described in paragraph 27, above, \$4,468 from his IOLTA account.

29. Between 19, 2015, when Respondent deposited T.D.'s \$22,500 settlement check in his IOLTA account, and January 6, 2017, when Judge Fernandez entered her judgment for dissolution of marriage and memorandum opinion in Respondent's divorce matter, Respondent did not transfer distribute any portion of T.D.'s settlement funds to T.D., or transfer any portion of his earned fee from his IOLTA account. As of April 7, 2026, the date the Administrator referred an investigation relating to Respondent's handling of the case involving T.D. to the Commission's Inquiry Panel, Respondent had not distributed any portion of T.D.'s settlement funds to T.D.

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

- a. failing to hold funds of clients or third persons that are in the lawyer's possession in connection with a representation separate from the lawyer's own funds, by conduct including failing to remove his earned fees from his IOLTA account on T.D.'s, and matter, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010); and

- b. failing to promptly deliver to the client or third persons funds the client or third persons are entitled to receive, including failing to deliver settlement funds to T.D., in violation of Rule 1.15(e) 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
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