

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

In the Matter of:

OSCAR ARNOLD MORGAN, JR.,

Attorney-Respondent,

No. 6257145.

Commission No. 2025PR00064

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Kate E. Levine, pursuant to Supreme Court Rule 753(b), complains of Respondent, Oscar Arnold Morgan, Jr., who was licensed to practice law in Illinois on November 5, 1998, and alleges that Respondent has engaged in the following conduct that subjects him to discipline pursuant to Supreme Court Rule 770:

BACKGROUND

1. At all times related to this complaint, Respondent was a sole practitioner who owned and operated a law firm known as Morgan Legal Group, P.C., with offices in Carpentersville and Elgin. Respondent focused his practice mainly on residential real estate transactions. Additionally, Respondent offered his clients services through SpeakEZ Clerking, whereby he provided non-legal services such as obtaining transfer tax stamps, setting up final water readings and obtaining water certificates, and obtaining mortgage payoffs and the release of mortgages for residential real estate transactions.

2. At all times related to this complaint, Respondent also acted as a title agent for Chicago Title and Trust Company and Citywide Title Corporation.

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3. At all times related to this complaint, Respondent maintained and was the sole signatory on an IOLTA client trust account at PNC Bank ending in the four digits 6567 (“PNC client trust account”). The account was titled “Morgan Legal Group IOLTA Client Trt Fnd” and was used by Respondent as a depository of funds belonging, presently or potentially, to the firm’s clients, to third parties, or to the firm.

4. At all times related to this complaint, Respondent maintained and was the sole signatory on an IOLTA client trust account at Bank of America ending in the four digits 7955 (“Bank of America client trust account”). The account was titled “Illinois IOLTA Trust Accounts, Morgan Legal Group PC” and was used by Respondent as a depository of funds belonging, presently or potentially, to the firm’s clients, to third parties, or to the firm.

5. At all times related to this complaint, Respondent maintained and was the sole signatory on a business operating account at Bank of America ending in the four digits 7948 (“Bank of America operating account”). The account was titled “Morgan Legal Group PC” and was used by Respondent for business and/or personal purposes.

6. At all times related to this complaint, Respondent maintained a Bank of America Business Advantage credit card account ending in the four digits 3603 (“Bank of America business credit card”). The account was titled “Morgan Legal Group PC” and was used by Respondent for business and/or personal purposes.

COUNT I
(Conversion of Earnest Funds – James Lane Property)

7. In or about February 2023, Respondent agreed to represent Lisa M. in the purchase of real property located on James Lane in Crestwood (“the James Lane property”) from London L. and Leticia G.

8. On or about February 12, 2023, Lisa M., London L., and Leticia G. entered into a real estate contract related to the proposed purchase of the James Lane property in which they agreed that Lisa M. would make an earnest payment of \$1,000. The parties agreed that Respondent would hold the earnest funds in trust for the benefit of both parties.

9. On or about February 13, 2023, Respondent received 171st & Harlem Currency Exchange check number 2015943 from Lisa M., which had been made payable to Morgan Legal Group, P.C. IOLTA, in the amount of \$1,000. That \$1,000 represented the earnest money Lisa M. agreed to remit in connection with the agreement to purchase the James Lane property.

10. On February 22, 2023, Respondent deposited 171st & Harlem Currency Exchange check number 2015943 into his Bank of America client trust account.

11. Between February 22, 2023, and March 2, 2023, prior to any closing on the James Lane property, any authorized disbursement, or any action relating to the intended sale of the property, the balance in Respondent's Bank of America client trust account fell to \$5.63, as Respondent drew funds on the account in payment of his business or personal obligations.

12. Between February 22, 2023, and March 2, 2023, Respondent used for his own business or personal obligations at least \$994.37 of Lisa M.'s earnest funds, which Respondent should have been holding in connection with the proposed sale of the James Lane property.

13. At no time did Lisa M., London L., or Leticia G., or anyone on their behalf, authorize Respondent to use any portion of the earnest funds for Respondent's own business or personal use.

14. By using at least \$994.37 of the earnest money given to him by Lisa M. without authority, Respondent engaged in conversion of those funds.

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

- a. failing to hold property of a client or third person that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$994.37 in earnest funds relating to the sale of the James Lane property for Respondent's own business or personal use and causing the balance in Respondent's Bank of America client trust account to fall below the amount then belonging to the parties to the sale of the James Lane property, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Conversion of Earnest Funds – Gunderson Avenue Property)

16. In or about March 2023, Respondent agreed to represent Christopher and Kristin H. in the sale of real property located on Gunderson Avenue in Berwyn ("the Gunderson Avenue property") to Luisa L.

17. On or about April 1, 2023, Christopher and Kristin H. and Luisa L. entered a real estate contract related to the proposed sale of the Gunderson Avenue property in which they agreed that Luisa L. would make an earnest payment of \$3,000. The parties agreed that Respondent would hold the earnest funds in trust for the benefit of both parties.

18. On or about April 4, 2023, Respondent received Liberty Bank check number 11288570 from Luisa L.'s husband, Fernando L., which had been made payable to Morgan Legal Group, P.C. IOLTA, in the amount of \$3,000. That \$3,000 represented the earnest money Luisa L. agreed to remit in connection with the agreement to purchase the Gunderson Avenue property.

19. On April 18, 2023, Respondent deposited Liberty Bank check number 11288570 into his Bank of America client trust account.

20. Between April 18, 2023, and May 23, 2023, prior to any distribution of the earnest funds to or on behalf of Luisa L. from Respondent's Bank of America client trust account, the balance in that account fell to \$15.63 as Respondent drew funds on the account in payment of his business or personal obligations.

21. Between April 18, 2023, and May 23, 2023, Respondent used for his own business or personal obligations at least \$2,984.37 of Luisa L.'s earnest funds.

22. At no time did Luisa L., or anyone on her behalf, authorize Respondent to use any portion of the earnest funds for Respondent's own business or personal use.

23. Respondent's conduct in using the \$2,984.37 in earnest funds received in connection with Luisa L.'s purchase of the Gunderson Avenue property without authority constitutes conversion.

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

- a. failing to hold property of a client or third person that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$2,984.37 in earnest funds relating to the sale of the Gunderson Avenue property for Respondent's own business or personal use and causing the balance in Respondent's Bank of America client trust account to fall below the amount then belonging to Luisa L., in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

COUNT III
(*Conversion of Earnest Funds – Kolin Avenue Property*)

25. In or about June 2023, Respondent agreed to represent Juan Carlos C. in the purchase of real property located on Kolin Avenue in Chicago ("the Kolin Avenue property") from Leticia M.

26. On or about June 20, 2023, Juan Carlos C. and Leticia M. entered a real estate contract related to the proposed sale of the Kolin Avenue property in which they agreed that Juan Carlos C. would make an escrow payment of \$10,000. The parties agreed that Respondent would hold the earnest funds in trust for the benefit of both parties.

27. On or about June 22, 2023, Respondent received Peoples Bank check number 252521 from Juan Carlos C., which had been made payable to Morgan Legal Group, P.C. IOLTA, in the amount of \$10,000. That \$10,000 represented the earnest money Juan Carlos C. agreed to remit in connection with the agreement to purchase the Kolin Avenue property.

28. On July 3, 2023, Respondent deposited Peoples Bank check number 252521 into his Bank of America client trust account.

29. Between July 3, 2023, and July 21, 2023, prior to any distribution of earnest funds to or on behalf of Juan Carlos C. from Respondent's Bank of America client trust account, the balance in that account fell to \$179.63 as Respondent drew funds on the account in payment of his business or personal obligations.

30. Between July 3, 2023, and July 21, 2023, Respondent used for his own business or personal obligations at least \$9,820.37 of Juan Carlos C.'s earnest funds.

31. At no time did Juan Carlos C., or anyone on his behalf, authorize Respondent to use any portion of the earnest funds for Respondent's own business or personal use.

32. Respondent's conduct in using at least \$9,820.37 of the earnest funds given to him by Juan Carlos C., without authority, constitutes conversion.

33. By reason of the conduct described above that occurred after July 1, 2023, Respondent has 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 at least \$9,820.37 in earnest funds relating to the sale of the Kolin 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. failing to hold property of a client or third person that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$9,820.37 in earnest funds relating to the sale of the Kolin Avenue property for Respondent's own business or personal use and causing the balance in Respondent's Bank of America client trust account to fall below the amount then belonging to Juan Carlos C., in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010).

COUNT IV

(Conversion of Tax Escrow Funds – Wellington Avenue Property)

34. In or about July 2023, Respondent agreed to represent Maria F. and Rigoberto T. in the sale of real property located on Wellington Avenue in Elk Grove Village ("the Wellington Avenue property") to Luke B.

35. On July 17, 2023, the parties closed on the sale of the Wellington Avenue property. At closing, Citywide Title Corporation withheld \$2,750 from the sale proceeds for the purpose of paying any real estate taxes outstanding as of the date of the closing ("tax escrow funds"). Respondent agreed to hold the tax escrow funds in trust for the benefit of the parties.

36. On July 17, 2023, Citywide Title Corporation issued check number 95135223 to Respondent, which was payable to Morgan Legal Group PC, in the amount of \$2,750. That \$2,750 represented a distribution of Maria F. and Rigoberto T.'s proceeds from the sale of the

Wellington Avenue property to be held by Respondent in trust for payment of any outstanding real estate taxes owed on the Wellington Avenue property as of the date of the closing.

37. On July 27, 2023, Respondent deposited Citywide Title Corporation check number 95135223 into his Bank of America client trust account.

38. Between July 27, 2023, and August 17, 2023, prior to any distribution of the tax escrow funds to or on behalf of Maria F. and Rigoberto T., the balance in Respondent's Bank of America client trust account fell to -\$129.92 as Respondent drew funds on the account in payment of his business or personal obligations.

39. Between July 27, 2023, and August 17, 2023, Respondent used for his own business or personal obligations \$2,750 of Maria F. and Rigoberto T.'s tax escrow funds.

40. At no time did Maria F. or Rigoberto T., or anyone on their behalf, authorize Respondent to use any portion of the tax escrow funds for Respondent's own business or personal use.

41. Respondent's conduct in using the \$2,750 in tax escrow funds, without authority, constitutes conversion.

42. By reason of the conduct described above that occurred after July 1, 2023, Respondent has 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 \$2,750 in tax escrow funds relating to the sale of the Wellington 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. failing to hold property of a client or third person that is in the lawyer's possession in connection with a representation separate from the lawyer's own

property, by conduct including converting \$2,750 in tax escrow funds relating to the sale of the Wellington Avenue property for Respondent's own business or personal use and causing the balance in Respondent's Bank of America client trust account to fall below the amount then belonging to the parties to the sale of the Wellington Avenue property, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010).

COUNT V
(Conversion of Earnest Funds – Fairway Lane Property)

43. In or about August 2023, Respondent agreed to represent Shekeba B. in the sale of real property located on Fairway Lane in University Park ("the Fairway Lane property") to Tiara B.

44. On or about August 13, 2023, Shekeba B. and Tiara B. entered a real estate contract related to the proposed sale of the Fairway Lane property in which they agreed that Tiara B. would make an earnest payment of \$3,500. The parties agreed that Respondent would hold the earnest funds in trust for the benefit of both parties.

45. On or about August 15, 2023, Respondent received JPMorgan Chase cashier's check number 9446652214 from Tiara B., which had been made payable to Morgan Legal Group, P.C. IOLTA, in the amount of \$3,500. That \$3,500 represented the earnest money Tiara B. agreed to remit in connection with the agreement to purchase the Fairway Lane property.

46. On August 22, 2023, Respondent deposited JPMorgan Chase cashier's check number 9446652214 into his Bank of America client trust account.

47. Between August 22, 2023, and August 28, 2023, prior to any closing on the Fairway Lane property, any authorized disbursement, or any action relating to the intended sale of the property, the balance in Respondent's Bank of America client trust account fell to

\$1,770.08 as Respondent drew funds on the account in payment of his business or personal obligations.

48. Between August 22, 2023, and August 28, 2023, Respondent used for his own business or personal obligations at least \$1,729.92 of the earnest funds given to him by Tiara B.

49. At no time did Shekeba B. or Tiara B., or anyone on their behalf, authorize Respondent to use any portion of the earnest funds for Respondent's own business or personal use.

50. Respondent's conduct in using the \$1,729.92 in earnest funds, without authority, constitutes conversion.

51. By reason of the conduct described above that occurred after July 1, 2023, Respondent has 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 at least \$1,729.92 of the earnest funds relating to the sale of the Fairway Lane 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. failing to hold property of a client or third person that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$1,729.92 of the earnest funds relating to the sale of the Fairway Lane property for Respondent's own business or personal use and causing the balance in Respondent's Bank of America client trust account to fall below the amount then belonging to the parties to the sale of the Fairway Lane property, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010).

COUNT VI

(Commingling of Client Funds – Bank of America Client Trust Account)

52. The Administrator realleges and incorporates paragraphs one through 51, above.

53. Between July 8, 2022, and June 2, 2023, Respondent made the following transfers of funds from his Bank of America operating account to his Bank of America client trust account:

Date of Transfer	Amount
7/8/22	\$500
7/26/22	\$800
9/15/22	\$200
10/3/22	\$100
10/11/22	\$500
11/7/22	\$500
12/1/22	\$500
12/9/22	\$500
1/17/23	\$500
2/2/23	\$500
3/3/23	\$1,000
5/15/23	\$500
6/2/23	\$500

54. The funds described in paragraph 53, above, represented \$6,600 in personal funds that belonged to Respondent and not to any of his clients. Respondent should have kept these funds in his Bank of America operating account or transferred them to another business or a personal account instead of transferring them to his Bank of America client trust account.

55. Between July 15, 2022, and June 15, 2023, Respondent used his Bank of America client trust account to make 24 automatic payments totaling \$2,328 to Transamerica Life Insurance Company.

56. Between July 17, 2023, and August 28, 2023, Respondent used his Bank of America client trust account to make four automatic payments totaling \$388 to Transamerica Life Insurance Company.

57. Between August 8, 2022, and June 2, 2023, Respondent used his Bank of America client trust account to make 11 automatic payments totaling \$2,049 to Life Time Fitness.

58. Between July 3, 2023, and August 2, 2023, Respondent used his Bank of America client trust account to make two automatic payments totaling \$378 to Life Time Fitness.

59. The funds described in paragraphs 55 through 58, above, represented \$5,143 in payments toward Respondent's personal expenses. Those funds belonged to Respondent and not to any of his clients. Respondent should have made those payments from his Bank of America operating account or from another business or a personal account instead of from his Bank of America client trust account.

60. Between March 27, 2023, and April 5, 2023, Respondent deposited check numbers 1364 and 1365, which were drawn on his PNC client trust account in the amount of \$5,000 each and made payable to Morgan Legal Group, P.C., into his Bank of America client trust account.

61. The funds described in paragraph 60, above, represented \$10,000 in personal funds that belonged to Respondent and not to any of his clients. Respondent should have transferred these funds to a business or personal account, but instead he transferred them from his PNC client trust account to his Bank of America client trust account.

62. On April 10, 2023, and May 3, 2023, Respondent used his Bank of America client trust account to make payments of \$500 and \$1,500, respectively, on his Bank of America business credit card.

63. On July 13, 2023, Respondent used his Bank of America client trust account to make a payment of \$4,000 on his Bank of America business credit card.

64. The funds described in paragraphs 62 and 63, above, represented \$6,000 in payments made in furtherance of Respondent's business or personal obligations. Respondent should have paid his Bank of America business credit card from a business or personal account rather than from his Bank of America client trust account.

65. Between April 1, 2023, and June 30, 2023, Respondent deposited at least 29 checks totaling at least \$14,100, made payable to Morgan Legal Group, P.C., from various title companies, into his Bank of America client trust account.

66. Between July 1, 2023, and August 31, 2023, Respondent deposited at least 10 checks totaling at least \$4,900, made payable to Morgan Legal Group, P.C., from various title companies, into his Bank of America client trust account.

67. The deposits described in paragraph 65 and 66, above, represented at least \$19,000 in funds earned by Respondent in relation to residential real estate transactions. Those funds belonged to Respondent and not to any of his clients. Respondent should have deposited those funds into his Bank of America operating account or into another business or a personal account instead of into his Bank of America client trust account.

68. By reason of the conduct that occurred before July 1, 2023, Respondent engaged in the following misconduct:

- a. failing to hold property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own property by conduct including: (1) transferring funds belonging to Respondent from his Bank of America operating account to his Bank of America client trust account, as described in paragraph 53; (2) making automatic payments from Respondent's Bank of America client trust account to Transamerica Life Insurance Company and Life Time Fitness in furtherance of his personal obligations, as described in paragraphs 55 and 57;

(3) depositing checks drawn on Respondent's PNC client trust account into his Bank of America trust account, as described in paragraph 60; (4) using his Bank of America client trust account to make payments on his Bank of America business credit card, as described in paragraph 62; and (5) depositing funds earned by Respondent into his Bank of America client trust account rather than into a business or personal account, as described in paragraph 65, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

69. By reason of the conduct that occurred after 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) making automatic payments from Respondent's Bank of America client trust account to Transamerica Life Insurance Company and Life Time Fitness in furtherance of his personal obligations, as described in paragraphs 56 and 58; (2) using his Bank of America client trust account to make a payment on his Bank of America business credit card, as described in paragraph 63; and (3) depositing funds earned by Respondent into his Bank of America client trust account rather than into a business or personal account, as described in paragraph 66, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010).

COUNT VII

(Commingling of Client Funds – PNC Client Trust Account)

70. The Administrator realleges and incorporates paragraphs one through 69, above.

71. Between July 1, 2022, and June 30, 2023, Respondent deposited at least 228 checks totaling at least \$264,181.53, from various title companies into his PNC client trust account. The checks were made payable to Oscar A. Morgan, Morgan Legal Group, P.C., or

SpeakEZ Clerking, depending on the service for which Respondent was being compensated (i.e., title agent, attorney for buyer or seller, or clerking services, respectively).

72. Between July 1, 2023, and July 31, 2023, Respondent deposited at least 21 checks, totaling at least \$28,267.30, from various title companies into his PNC client trust account. The checks were made payable to Oscar A. Morgan, Morgan Legal Group, P.C., or SpeakEZ Clerking, again depending on the service for which Respondent was being compensated.

73. The deposits described in paragraphs 71 and 72, above, represented at least \$292,448.83 in funds earned by Respondent in relation to residential real estate transactions. Those funds belonged to Respondent and not to any of his clients. Respondent should have deposited those funds into his Bank of America operating account or into another business or a personal account instead of into his PNC client trust account.

74. Between September 14, 2022, and May 25, 2023, Respondent made the following payments via checks drawn on his PNC client trust account:

Check Date	Payee	Check Number	Amount	Purpose of Payment
9/14/22	MC Accounting & Tax Service, Inc.	1310	\$2,600	Office rent
9/14/22	MC Accounting & Tax Service, Inc.	1313	\$550	Tax preparation
9/14/22	Illinois Department of Revenue	1314	\$1,618	State personal taxes
9/14/22	US Treasury	1315	\$3,095	Federal personal taxes
10/14/22	Respondent's child's college	1324	\$4,112	Tuition
11/11/22	McGrath Honda	1329	\$6,000	Personal vehicle
11/11/22	McGrath Honda	1330	\$18,002.84	Personal vehicle
1/16/23	Nolan Owen Long Snapping	1346	\$3,000	Children's football training
2/9/23	Respondent's child's college	1352	\$3,973	Tuition
2/9/23	US Treasury	1353	\$114.50	Federal personal taxes

2/9/23	US Treasury	1353	\$917.93	Federal personal taxes
2/9/23	Illinois Department of Revenue	1356	\$148.56	State business taxes
5/15/23	Respondent's child	1373	\$630	Office work
5/25/23	Illinois Department of Revenue	1372	\$100	Personal payment
5/25/23	Illinois Secretary of State	1376	\$457	Licensing

75. Between July 21, 2023, and July 31, 2023, Respondent made the following payments via checks drawn on his PNC client trust account:

Check Date	Payee	Check Number	Amount	Purpose of Payment
7/21/23	Respondent's child	1385	\$550	Office work
7/21/23	Respondent's wife	1389	\$3,000	Office work
7/31/23	Family friend	1393	\$500	Donation to friend

76. The checks described in paragraphs 74 and 75, above, represented \$49,369 in payments made in furtherance of Respondent's business or personal obligations. Respondent should have made these payments from his Bank of America operating account or from another business or a personal account instead of from his PNC client trust account.

77. By reason of the conduct that occurred before July 1, 2023, Respondent engaged in the following misconduct:

- a. failing to hold property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own property by conduct including: (1) depositing funds earned by Respondent into his PNC client trust account rather than into a business or personal account, as described in paragraph 71; and (2) writing checks in furtherance of his business or personal obligations from his PNC client trust account, as described in paragraph 74, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

78. By reason of the conduct that occurred after 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) depositing funds earned by Respondent into his PNC client trust account rather than into a business or personal account, as described in paragraph 72; and (2) writing checks in furtherance of his business or personal obligations from his PNC client trust account, as described in paragraph 75, in violation of Rule 1.15(b) of the Illinois Rules of Professional Conduct (2010).

COUNT VIII

(Failure to Keep Required Client Trust Account Records)

79. The Administrator realleges and incorporates paragraphs one through 78, above.

80. 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 accounts.

81. 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 accounts.

82. At no time from July 2022 to August 2023 did Respondent prepare and maintain receipt and disbursement journals for his client trust accounts, pursuant to Rule 1.15(a)(1) and Rule 1.15A(b)(1).

83. At no time from July 2022 to August 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).

84. At no time from July 2022 to August 2023 did Respondent prepare and maintain three-way reconciliation reports of his client trust accounts on at least a quarterly basis, pursuant to Rules 1.15(a)(7) and Rule 1.15A(b)(7).

85. 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 prepare and maintain receipt and disbursement journals, contemporaneous client ledger records, and, on at least a quarterly basis, three-way reconciliation reports, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

86. 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 prepare and maintain receipt and disbursement journals, contemporaneous client ledger records, and, on at least a quarterly basis, three-way reconciliation reports, in violation of Rule 1.15A(b) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be assigned to a panel of the Hearing Board, that the panel make findings 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/ Kate E. Levine
Kate E. Levine

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