

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

In the Matter of:

NAZAR KASHUBA,

Attorney-Respondent,

No. 6294373.

Commission No. 2025PR00052

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Morgan B. Handwerker, pursuant to Supreme Court Rule 753(b), complains of Respondent, Nazar Kashuba, who was licensed to practice law in Illinois on November 8, 2007, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Dishonesty – Conversion of \$100,000 Belonging to Jason V.)

1. At all times alleged in this complaint, Respondent owned and operated a law firm known as Demchenko & Kashuba LLC (“Respondent’s law firm”) in Glenview that primarily handled real estate and corporate matters. Respondent worked for a time with another lawyer, but at all times related to this complaint, he was the sole owner of Demchenko & Kashuba LLC.

2. At all times alleged in this complaint, Respondent maintained a client trust account at J.P. Morgan Chase Bank, ending in 1927, entitled “Demchenko & Kashuba LLC IOLTA Trust Account” (“client trust account”). Respondent used the client trust account as a depository of funds belonging to Respondent’s clients, to third parties, or, presently or potentially, to Respondent.

3. At all times alleged in this complaint, Respondent also maintained an operating

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account at J.P. Morgan Chase Bank, ending in 5539, entitled “Demchenko & Kashuba LLC” (“operating account”). The operating account was used by Respondent as a depository of funds belonging to Respondent or Respondent’s law firm that were to be used for the business purposes of the firm, including rent, payroll, and other business expenses.

4. At all times alleged in this complaint, Respondent maintained a personal checking account at J.P. Morgan Chase Bank, ending in 5103 (“personal checking account”). Respondent’s personal checking account was used by Respondent as a depository of funds belonging to Respondent that were to be used for his personal expenses.

5. At all times alleged in this complaint, Respondent was the sole person responsible for signing checks drawn on his client trust account, personal checking account, and operating account.

6. On or about July 20, 2020, Taras M., an acquaintance of Respondent, asked Respondent to act as an escrow agent for the sale of a restaurant in Chicago, of which Taras M. and his business partner, Vadym K., were owners. Taras M. told Respondent that he and Vadym K. planned to sell their interest in the restaurant to Jason V. and Rebecca P. for \$100,000, which would be held in escrow. Respondent agreed to act as the escrow agent for the sale.

7. On July 20, 2020, Taras M., Vadym K., Jason V., Rebecca P., and Respondent entered into a written agreement by which Respondent agreed to act as the escrow agent in connection with the sale of the restaurant. Under the terms of the agreement, Respondent agreed to hold the \$100,000 in escrowed funds for the sale of the restaurant in his client trust account until the sale was completed.

8. On July 27, 2020, per the terms of the agreement, Jason V., as one of the purchasers of the restaurant, sent Respondent a check for \$10,000. Respondent deposited the check in his client trust account. On July 15, 2020, immediately prior to that deposit, the balance in Respondent’s client trust account was approximately \$299.57. On July 30, 2020, three days after depositing the \$10,000 check, Respondent transferred \$3,000 to his personal checking account and paid \$4,094.84 via Zelle

to a third party unconnected with the sale of the restaurant. Since there had been less than \$400 in the client trust account prior to the deposit of \$10,000 in escrow funds, and because there had been no additional deposits between July 27, 2020, and July 30, 2020, Respondent knew or should have known that he was using the escrow funds for his own business or personal purposes.

9. On or about August 3, 2020, Jason V. sent Respondent a check for the remaining \$90,000 towards the purchase of the restaurant, which Respondent deposited into his client trust account. Immediately prior to that deposit, the balance of Respondent's client trust account was approximately \$3,204.73.

10. Between August 3, 2020, and August 31, 2020, Respondent disbursed approximately \$82,955 out of his client trust account. Those disbursements included, but were not limited to, a transfer to Respondent's operating account (\$6,300), a Zelle payment to a third party unconnected with the sale of the restaurant (\$5,000), a transfer to Respondent's personal checking account that was shared jointly with his spouse (\$15,000), and an unspecified withdrawal from his client trust account in the amount of \$47,755.49. Since there had been less than \$3,300 in the client trust account prior to the August 3, 2020, deposit of \$90,000 in escrow funds, and because there had been no additional deposits between August 3, 2020, and August 31, 2020, Respondent knew or should have known that he was using escrow funds for his own business or personal purposes.

11. Between August and November 2020, negotiations between the sellers of the restaurant, Taras M. and Vadym K., and the buyers of the restaurant, Jason V. and Rebecca P., broke down, and the sale never closed. Consequently, Respondent should have been holding the entire \$100,000 in escrow funds in his client trust account. On November 30, 2020, Jason V. and Rebecca P. filed a lawsuit against Taras M. and Vadym K. in the Circuit Court of Cook County for intentional misrepresentation, breach of contract, and violation of the Illinois Consumer Fraud and Deceptive Business Practices Act concerning the sale of the restaurant.

12. On December 3, 2020, prior to any authorized disbursement of the escrowed funds, Respondent drew the balance of his client trust account to approximately \$43.93, as Respondent had used at least \$99,956.07 for his own business or personal purposes.

13. At no time did Jason V. or any of the other parties to the sale of the restaurant authorize Respondent to use any portion of the \$100,000.00 escrow funds for Respondent's own business or personal purposes. Respondent's use of those funds constitutes conversion.

14. At the time Respondent used the \$99,956.07 in escrow funds, Respondent knew that none of the parties to the escrow agreement had authorized him to use those funds for his own purposes, and he also knew that the sale of the restaurant had not closed. As a result, Respondent's use of those funds was both intentional and dishonest.

15. By reason of the conduct described above, the 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 \$99,956.07 of the escrowed funds to his own business or personal use, by causing the balance in Respondent's client trust account to fall below the amount then belonging to the parties in connection with the sale of the restaurant, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly utilizing \$99,956.07 of the escrowed funds for Respondent's own use, without authorization, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Commingling of Client Funds – J.P. Morgan Chase Bank Accounts)

16. The Administrator realleges and incorporates paragraphs one through 14 above.

17. Between October 1, 2020 and continuing through July 31, 2021, Respondent made at least three (3) deposits of client funds into his operating account that should have been held in his

client trust account.

18. During that period, as set forth in paragraphs 20 through 29 below, Respondent also made at least seven (7) deposits of his personal funds into his client trust account that he should have been holding separate from any client funds.

19. During that period, in addition to his law practice, Respondent also served as partner in another business venture, Mybrokertools LLC, which was unrelated to his law practice. Respondent remains a partner in Mybrokertools LLC, which provides real estate agents with administrative support. During that period, Respondent used his law firm accounts, described in paragraphs one through five above, for all business related to Mybrokertools LLC.

Deposits of Client Funds into Operating Account and/or Personal Checking Account

20. Respondent was responsible for acting as the buyer's attorney and escrow agent in connection with the sale of real property located at 6619 Carriage Way, Long Grove, Illinois. On or about October 15, 2020, Respondent deposited check number 5070084344, in the amount of \$10,000, from Chicago Title and Trust Company into Respondent's operating account in connection with the sale of 6619 Carriage Way, Long Grove, Illinois. Check number 5070084344 represented client funds that were held back during the escrow period of the sale of the real property. These funds should have been kept in Respondent's client trust account but were deposited directly into his operating account.

21. Respondent was responsible for acting as the escrow agent in connection with the sale of real property located at 1405 Christina Lane, Northbrook, Illinois. On May 4, 2021, Respondent deposited check number 1600, in the amount of \$35,000, from Igor B. into Respondent's personal checking account. The \$35,000, which did not belong to Respondent, represented the earnest money in connection with the sale of 1405 Christina Lane. These funds should have been kept in Respondent's client trust account but were deposited directly into his personal checking account.

22. Respondent handled a real estate transaction on behalf of an organization called 1739 Julian LLC, selling the real property located at 1739 Julian Street, Unit 1, Chicago, Illinois. On July 6, 2021, Advisors Title Network LLC transferred \$346,672.48 into Respondent's personal checking account, which represented client funds that were the seller's proceeds with regards to the sale of real property located at 1739 Julian Street, Unit 1. These funds should have been kept in Respondent's client trust account but were deposited directly into his personal checking account.

Deposits of Respondent's Personal Funds into Client Trust Account

23. On or about October 7, 2020, Respondent deposited check number 1052 from the G.K.B. Trust in the amount of \$50,000.00 into his client trust account. The \$50,000.00 transferred by the G.K.B. Trust into Respondent's client trust account was a loan to Respondent for personal expenses and Mybrokertools LLC expenses and did not belong to any of Respondent's clients.

24. On or about November 16, 2020, the father of Woulter W., Respondent's business partner, transferred \$50,000.00 into Respondent's client trust account. Woulter W.'s father was not and has not been a client of Respondent. The \$50,000 transferred by Woulter W.'s father was transferred for the purpose of funding another business venture, Mybrokertools LLC.

25. On or about December 3, 2020, Respondent transferred \$19,900.00 from his personal account at J.P. Morgan Chase Bank ending in 5103 into his client trust account. The \$19,900.00 Respondent transferred were funds that did not belong to any of Respondent's clients.

26. On or about December 3, 2020, Respondent transferred \$500.00 from his personal account at J.P. Morgan Chase Bank ending in 3966 into his client trust account. The \$500.00 Respondent transferred were funds that did not belong to any of Respondent's clients.

27. On or about December 3, 2020, Woulter W. transferred \$20,000 into Respondent's client trust account. Woulter W. was not and has never been a client of Respondent. The \$20,000 was transferred by Woulter W. for the purpose of funding another business venture, Mybrokertools

LLC.

28. On or about December 10, 2020, Andrew Van S. transferred \$50,000 into Respondent's client trust account. Andrew Van S. was not and has never been a client of Respondent. The \$50,000 was transferred by Andrew Van S. for the purpose of funding another business venture, Mybrokertools LLC.

29. On or about January 19, 2021, Respondent deposited \$50,000.00 into his client trust account. The \$50,000.00 Respondent deposited were funds that did not belong to any of Respondent's clients.

30. Between October 1, 2020, and January 31, 2021, Respondent made and/or instructed another individual to make at least seven (7) deposits totaling \$240,400, of his own personal funds and/or funds which were to be used to fund another business venture unrelated to his law practice, into his client trust account. These deposits, as described in paragraphs 23 through 29 above, were unrelated to any client representation and were made to replenish those funds that Respondent had been obligated to hold on behalf of his clients or third parties but had used for his own personal or business purposes.

31. Between October 1, 2020, and July 31, 2021, Respondent made at least three (3) deposit(s) and/or transfer(s) totaling \$391,672.48 of client funds as described in paragraphs 20 through 22 above, into his operating account and/or personal account, despite being obligated to hold same in his client trust account.

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

- a. failure 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 making at least seven (7) deposits between October 1, 2020, and January 31, 2021 totaling \$240,400 of Respondent's own personal funds and/or funds that were to be used to fund another business

venture unrelated to his law practice or any client representation into his client trust account, and making at least three (3) deposits between October 1, 2020, and July 31, 2021 totaling \$391,672.48 of client funds into Respondent's operating account and/or personal account, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator respectfully requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and 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/ Morgan B. Handwerker
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