

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

In the Matter of:

DUSTIN PAUL SEDOR,

Attorney-Respondent,

No. 6339645.

Commission No. 2025PR00022

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorney, Scott Renfroe, pursuant to Supreme Court Rule 753(b), complains of Respondent, Dustin Paul Sedor, who was licensed to practice law in the State of Illinois on November 10, 2021, and alleges that Respondent has engaged in the following conduct that subjects him to discipline pursuant to Supreme Court Rule 770:

COUNT 1

(Theft of at Least \$37,242.50 in Fee Payments Due His Employer)

1. Prior to December 20, 2024, Respondent was employed with The Law Offices of Russell D. Knight, P.C., with offices in Chicago and in Naples, Florida. Respondent was admitted to practice law in Florida on April 16, 2020, lives in Florida and worked for The Law Offices of Russell D. Knight, P.C. at the firm's Florida location.

2. Respondent originally worked for Mr. Knight's law firm as a law clerk and later as an associate attorney. Respondent has never had an ownership interest in Mr. Knight's law firm and was instead compensated as a salaried employee. Any funds Respondent received from Mr. Knight's clients in payment of legal fees belonged to Mr. Knight's law firm and not to Respondent.

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3. Beginning on or before May 16, 2023, Respondent began to intercept fee payments made by clients to him for the benefit of Mr. Knight's law firm, either by check or by Zelle (an electronic means to transfer funds between individuals or entities). Between May 16, 2023, and November 22, 2024, in at least 14 instances, Respondent received a total of at least \$25,409.50 that was the property of Mr. Knight's law firm and, instead of notifying Mr. Knight of his receipt of those funds or causing them to be credited as fee payments on the firm's internal ledgers, used them for his own business and personal purposes. Respondent's use of those funds constitutes conversion of fee payments due Mr. Knight's law firm.

4. In addition to the actions described in paragraph three, above, in 2024, while employed by Mr. Knight's law firm, Respondent represented a woman in a dissolution of marriage case that was pending in Collier County, Florida. After the client's initial retainer fee was exhausted, Respondent learned that she had a benefactor who was willing to make payments toward her fee obligation, and Respondent asked the client to cause future fee payments to be made directly to a Bank of America account ending in the four digits 2024 ("BoA account"), rather than making payments to Mr. Knight's law firm. Respondent's BoA account was an account used by Respondent for business or personal purposes and was solely controlled by Respondent.

5. On August 5, 2024, Respondent caused The Law Offices of Russell D. Knight, P.C. to send the client an invoice for legal services in the amount of \$10,802. At Respondent's request, on August 6, 2024, the client's benefactor caused a partial fee payment of \$5,000 to be wire-transferred to Respondent's BoA account as a partial payment on that invoice.

6. On September 4, 2024, Respondent caused The Law Offices of Russell D. Knight, P.C. to send the client a second invoice for legal services in the amount of \$6,833, which consisted of the unpaid balance of \$5,802 remaining from the August 5, 2024, invoice plus additional charges

in the amount of \$1,031. On that same date, at Respondent's direction the client's benefactor caused an additional fee payment of \$6,833 to be wire-transferred to Respondent's BoA account as payment in full of the September 4, 2024, invoice.

7. On December 6, 2024, Respondent overdrew his BoA account by -\$600.44, and as of that date, Respondent had used all Knight firm fee payments which he had collected without authorization, in the amount of at least \$37,242.50, for his own business or personal purposes.

8. Respondent never notified Mr. Knight of either of the wire-transfer payments referred to in paragraphs five and six, above, nor did he cause those payments to be credited to the client in the firm's internal ledgers. Instead, Respondent used the proceeds of those wire transfers for his own purposes, without authority. Respondent's use of those funds constitutes conversion of funds due Mr. Knight's law firm.

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

- a. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including intercepting payments due Mr. Knight's firm by check or by Zelle, and by directing the benefactor of the dissolution of marriage client to send fees due Mr. Knight's firm directly to him, and by using at least \$37,242.50 of those funds for his own purposes without notice to or permission from Mr. Knight, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010) and Rule 4-8.4(c) of the Florida Rules of Professional Conduct.

COUNT II

(Dishonest Use of and False Statements Concerning Receipt of \$50,000 Payment)

10. The Administrator realleges the facts set forth in paragraphs one through eight of Count I, above.

11. On October 8, 2024, the client's benefactor mistakenly wire-transferred \$50,000 to Respondent's personal BOA account ending in the last four digits 2024. Rather than promptly notify

the benefactor, the client, or Mr. Knight of the mistake, Respondent later used those funds for his own purposes, although he knew that the funds had been sent to him in error and that he was not entitled to use them for himself.

12. Beginning on October 16, 2024, and continuing for several weeks thereafter, attorneys for the benefactor for Respondent's client contacted him to demand the return of the \$50,000 payment. Later, those attorneys also contacted Mr. Knight directly. During that entire time, Respondent never returned any of the funds to the client's benefactor or to anyone authorized to act on that person's behalf, nor had he taken any action to do so.

13. On several occasions between October 16, 2024, and December 3, 2024, in oral statements and in email messages, Respondent told those attorneys and Mr. Knight that he had already returned the funds, that they were in the process of being returned, or that there was going to be an unanticipated delay of up to three additional days to return the funds.

14. As of November 5, 2024, the balance of Respondent's BoA account fell to \$9.55, as Respondent drew checks or made other withdrawals from the account in payment of his business or personal obligations.

15. As of November 5, 2024, Respondent had used for his own purposes at least \$49,990.45 of funds he had received in error from the client's benefactor, without authority.

16. Respondent's statements to Mr. Knight and to the other attorneys, referred to in paragraph thirteen, above, were false, because Respondent had not returned the funds, was not in the process of returning them, and there was therefore no reason to believe that there would be any delay in returning the funds.

17. Respondent knew that his statements to Mr. Knight and to the other attorneys, referred to in paragraph thirteen, above, were false, because Respondent knew that he had not

returned the funds, that he was not in the process of returning them at the time he made those statements, and that there was therefore no reason for him to believe that there would be any delay in his efforts to return the funds.

18. On December 3, 2024, when the attorneys later contacted Mr. Knight directly and threatened to report his law firm to the District Attorney in Collier County, Florida, Mr. Knight reimbursed the client's benefactor from his own funds. On December 20, 2024, Mr. Knight fired Respondent.

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

- a. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including by making false statements to the client's attorneys and Mr. Knight about the return of the \$50,000 he mistakenly received from the client's benefactor and by using that money despite knowing it was not his to keep or use, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010) and Rule 4-8.4(c) of the Florida Rules of Professional Conduct.

WHEREFORE, the Administrator 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, 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/ Scott Renfroe
Scott Renfroe

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