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

In the Matter of:

ETHAN G. ZELIZER,	)	
	)	
Attorney-Respondent,	)	**Case No. 2025PR00055**
	)	
No. 6280096.	)	

NOTICE OF FILING

TO: See Certificate of Service

PLEASE TAKE NOTICE that on October 24, 2025 we filed with the Hearing Board of the Illinois Attorney Registration and Disciplinary Commission, **Answer to Complaint**, a copy of which is attached and hereby served upon you.

Dated: October 24, 2025

Steven J. Rosenberg, Esq.
GOLAN CHRISTIE TAGLIA LLP
70 West Madison Street, Suite 1500
Chicago, Illinois 60602
(312) 263-2300
sjrosenberg@gct.law
Firm ID 42399

Respectfully submitted,

ETHAN G. ZELIZER,

By: /s/ *Steven J. Rosenberg*
One of His Attorneys

FILED
10/24/2025 5:22 PM
ARDC Clerk

CERTIFICATE OF SERVICE

The undersigned, a non-attorney, states that she served the foregoing **Answer to Complaint** on October 24, 2025 via electronic mail addressed to the following:

Morgan B. Handwerker
Matthew D. Lango
Counsel for the Administrator
mhandweker@iardc.org
mlango@iardc.org
ARDCeService@iardc.org

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth above are true and correct.

/s/ *Ashley Prior*
Ashley Prior

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

In the Matter of:

ETHAN G. ZELIZER,	)	
	)	
Attorney-Respondent,	)	**Case No. 2025PR00055**
	)	
No. 6280096.	)	

ANSWER TO COMPLAINT

Attorney-Respondent, Ethan G. Zelizer ("Respondent"), hereby answers the Complaint filed by the Administrator of the Attorney Registration and Disciplinary Commission ("Administrator") as follows:

INTRODUCTION

Respondent admits that he did not have an IOLTA account as required by the Illinois Rules of Professional Conduct. Please consider, however, that many if not most of his client settlement agreements (approximately 95%) required 2 checks, one for the client and one for his fees. A sample of these agreements with client information redacted is attached hereto as **Exhibit 1**. Accordingly, client funds were sent directly to the client and were not deposited into Respondent's operating account. In April 2025, Respondent opened an IOLTA account at Chase Bank (see **Exhibit 2** attached hereto).[1] Respondent confirms that any and all future matters will be handled in compliance with the Illinois Rules of Professional Conduct.

FILED
10/24/2025 5:22 PM
ARDC Clerk

[1] Exhibits 1 and 2 to the Answer to the Complaint will be submitted and filed on 10/27/2025 after proper redaction.

COUNT I

(*Failure to Hold Funds Belonging to Clients Separate from Attorney's Own Property; Failure to Maintain an IOLTA Account and Records of Client Funds)*

A. *Introduction and Respondent's Background*

1. At all times alleged in this complaint, Respondent practiced as a solo practitioner and owned and operated HR Law Counsel LLC ("HR Law Counsel") in Naperville, where Respondent practiced primarily in the area of employment law, representing both individuals and businesses. Prior to owning and operating HR Law Counsel, Respondent had been employed at larger law firms, and he knew that those firms maintained bank accounts for funds belonging to clients or third parties.

ANSWER: Respondent admits the allegations in Paragraph 1 except he denies knowing the larger law firms maintained bank accounts for funds belonging to clients or third parties.

2. At all times alleged in this complaint, Respondent maintained an operating account at J.P. Morgan Chase Bank ("Chase Bank"), ending in 6761. That account was entitled "HR Law Counsel LLC" ("operating account") and was used by Respondent as a depository of funds belonging to Respondent or Respondent's law firm. At all times related to this complaint, Respondent did not maintain an IOLTA or other separate, identifiable account for the maintenance of funds belonging to clients or third parties. Respondent was the sole person responsible for signing checks drawn on his operating account.

ANSWER: Respondent admits the allegations in Paragraph 2.

B. Commingling of Funds Received for Two Separate Clients

3. Beginning in or around January 2024, Respondent represented a client with the initials J.J. in connection with his employment discrimination matter against his former employer, Home Depot U.S.A. ("Home Depot"). Ultimately, J.J. entered into a settlement agreement with Home Depot wherein Home Depot agreed to pay J.J. $15,000 for the settlement of his employment discrimination claims. Respondent was entitled to $1,572.37 for attorney's fees as part of the settlement.

ANSWER: Respondent admits the allegations in Paragraph 3.

4. Between February 1, 2024, and April 5, 2024, Home Depot issued three (3) checks totaling $13,572.37 in full payment of the settlement funds due to J.J. (with some portion of the settlement funds withheld as taxes to be applied to the past-due wages portion of the claim) and sent the checks to Respondent. Respondent deposited all three checks into his operating account upon receipt.

ANSWER: Respondent admits the allegations in Paragraph 4.

5. On March 21, 2024, Respondent issued check #5021 in the amount of $12,072.37 from the operating account to J.J., which represented J.J.'s portion of the Home Depot settlement proceeds.

ANSWER: Respondent admits the allegations in Paragraph 5.

6. By depositing J.J.'s portion of the Home Depot settlement proceeds into Respondent's operating account, rather than a client trust account, Respondent failed to hold J.J.'s property separate from his own property.

ANSWER: Respondent admits the allegations in Paragraph 6.

7. Beginning in or around February 2024, Respondent represented a client with the initials M.B. in connection with her employment discrimination claims against her former employer, Windy City Rampage Football Club ("Windy City Rampage FC"). In or around May 2024, M.B. entered into a settlement agreement with Windy City Rampage FC wherein Windy City Rampage FC agreed to pay M.B. $13,500 for the settlement of her employment discrimination claims. Per M.B.'s agreement with Respondent, Respondent was entitled to one-third of the settlement proceeds as attorney's fees.

ANSWER: Respondent admits the allegations in Paragraph 7.

8. On May 7, 2024, Windy City Rampage FC issued check #2017414169 in the amount of $13,500, payable jointly to M.B. and HR Law Counsel. On May 13, 2024, Respondent deposited check #2017414169 into HR Law Counsel's operating account. Between May 14, 2024, and June 12, 2024, Respondent sent three payments totaling $9,000 to M.B. from HR Law Counsel's operating account via Zelle.

ANSWER: Respondent admits the allegations in Paragraph 8.

9. By depositing M.B.'s portion of the settlement proceeds into Respondent's operating account, rather than a client trust account, Respondent failed to hold M.B.'s property separate from his own property.

ANSWER: Respondent admits the allegations in Paragraph 9.

C. Failure to Maintain IOLTA Account/Record Keeping

10. At all times alleged in this complaint, Rule 1.15(a)(1) through (a)(8) of the Illinois Rules of Professional Conduct required attorneys to prepare and maintain: receipt and disbursement journals; a contemporaneous ledger; an accounting of all disbursements; checkbook registers, check stubs, bank statements, records of deposit, and checks or other records of debits; all retainer and compensation agreements; bills for legal fees and expenses; and reconciliation reports on at least a quarterly basis.

ANSWER: Respondent admits the allegations in Paragraph 10.

11. Prior to March 26, 2025, HR Law Counsel did not have a client trust account as required by Rule 1.15(a)(1) through (8) of the Illinois Rules of Professional Conduct (2010), nor did Respondent prepare or maintain records of a client trust account as required by Rule 1.15(a)(1) through (8) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Respondent admits the allegations in Paragraph 11.

D. Conclusions of Misconduct

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

a. failure to hold property belonging to a client or third party separate from Respondent's own property by depositing J.J.'s and M.B.'s settlement funds in Respondent's operating account rather than a client trust account, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
b. failure to prepare and maintain complete records of a client trust account in violation of Rules 1.15(a)(1) through 1.15(a)(8) of the Illinois Rules of Professional Conduct.

ANSWER: Respondent admits the allegations in Paragraph 12.

COUNT II

(Dishonesty – Failure to Return $60,000 Overpayment to NuEra East Peoria)

13. The Administrator herein realleges and reincorporates paragraphs one through 12 above.

ANSWER: Respondent incorporates his previous answers to Paragraph one through 12 above.

14. In 2023, a client with the initials L.K. and Respondent agreed that Respondent and various contract attorneys he may employ would represent L.K. in connection with an employment termination matter against her former employer, NuEra East Peoria ("NuEra").

ANSWER: Respondent admits the allegations in Paragraph 14.

15. After several weeks of negotiations, on November 18, 2023, L.K. entered into a settlement agreement with NuEra in connection with the employment matter. The parties agreed that NuEra would pay L.K. $13,333.34, and NuEra would pay HR Law Counsel $6,666.66 in attorney's fees.

ANSWER: Respondent admits the allegations in Paragraph 15.

16. In connection with that settlement, NuMed Chicago LLC, the parent company of NuEra, issued check #00009995004, which was dated November 30, 2023, and mistakenly made payable to the order of "HR Law Counsel LLC" in the amount of $66,666.66. This error by NuEra

resulted in the check being made payable for $60,000.00 beyond what was set forth in the settlement agreement with L.K.

ANSWER: Respondent admits the allegations in Paragraph 16.

17. On December 6, 2023, Respondent deposited check #00009995004, which represented the attorneys' fees owed to Respondent plus an additional $60,000.00, into HR Law Counsel's operating account. Prior to the deposit of the overpayment, the total balance of HR Law Counsel's operating account was approximately $1,655.68.

ANSWER: Respondent admits the allegations in Paragraph 17.

18. Between December 6, 2023, and December 13, 2023, Respondent disbursed at least $6,500 in funds from the operating account. Those disbursements included but were not limited to: Serra International for Respondent's insurance premiums ($5,000), AT&T ($880), and Lexington Law ($139.95), in payment of Respondent's business or personal obligations.

ANSWER: Respondent admits the allegations in Paragraph 18.

19. On or about December 13, 2023, the Chief Financial Officer of NuEra, Tom Vance, contacted Respondent to alert him that NuEra had inadvertently overpaid Respondent $60,000 and requested that the $60,000 overpayment be returned to NuEra immediately.

ANSWER: Respondent admits the allegations in Paragraph 19.

20. On December 13, 2023, in response to Vance's request, Respondent told Vance that he was unable to return the overpayment because Chase Bank had frozen the operating account. According to Respondent, Chase Bank was conducting an "investigation" because check #00009995004 had been flagged for "suspicious activity."

ANSWER: Respondent admits the allegations in Paragraph 20.

21. Respondent's December 13, 2023, statements to Vance were false because Chase Bank had not frozen the operating account nor were they conducting an "investigation" based on check #00009995004 having been flagged for "suspicious activity."

ANSWER: Respondent admits the allegations in Paragraph 21.

22. Respondent knew his December 13, 2023, statements to Vance were false at the time he made them because he had access to the overpayment from NuEra and was actively spending those funds on business and personal expenses.

ANSWER: Respondent admits the allegation in Paragraph 22.

23. Between December 13, 2023, and December 18, 2023, Vance contacted Respondent at least five (5) times via text message and email regarding NuEra's request that

Respondent return the $60,000 overpayment.

ANSWER: Respondent admits the allegations in Paragraph 23.

24. Between December 13, 2023, and December 18, 2023, Respondent disbursed at least $44,000 in funds from the operating account. Those disbursements included but were not limited to: American Express ($23,047.65), Capital One ($2,296.14), Newrez-Shellpoint ($5,508.63), Ruby VR ($850.63), a transfer of funds to a personal account he shared with his spouse ($5,000), a payment to Apple Card ($1,917.60), Gamestop ($627.41), Guitarcenter.com ($407.72), and Target ($407.72) in payment of Respondent's business or personal obligations.

ANSWER: Respondent admits the allegations in Paragraph 24.

25. On December 18, 2023, Respondent told Vance via text message that the operating account had been "unlocked," but also that Respondent was unable to return the $60,000 overpayment to NuEra due to the fact that the funds had not been credited to his account because "Chase [was] continuing its investigation."

ANSWER: Respondent admits the allegations in Paragraph 25.

26. Respondent's December 18, 2023, statement to Vance regarding Chase Bank's purported unlocking of the operating account and "continuing investigation" was false, because Chase Bank had never locked the operating account or conducted an investigation into the account.

ANSWER: Respondent admits the allegations in Paragraph 26.

27. Respondent knew his December 18, 2023, statement to Vance was false because he had been using funds derived from the NuEra overpayment since he deposited them into the operating account on December 6, 2023, so he knew the operating account had not been frozen or locked, and he knew that he had invented the claim that Chase Bank was conducting an investigation into the origin of the deposit.

ANSWER: Respondent admits the allegations in Paragraph 27.

28. As of January 23, 2024, Respondent had overdrawn his operating account by -$504.24, as Respondent had used the entire $60,000.00 overpayment for his own business or personal purposes.

ANSWER: Respondent admits the allegations in Paragraph 28.

29. At no time did NuEra or anyone on its behalf authorize Respondent to use any portion of the $60,000.00 overpayment for Respondent's own business or personal purposes.

ANSWER: Respondent admits the allegations in Paragraph 29.

30. At the time Respondent used the $60,000.00, as set forth above, Respondent knew

that the $60,000 overpayment did not belong to him, that the funds had been inadvertently paid to him by NuEra, that NuEra had asked him to return those funds, and that he was using those funds without NuEra's authority. At the time Respondent used the $60,000 for his own business and personal purposes, he acted dishonestly because he knew that he was using those funds without authority.

ANSWER: Respondent admits the allegations in Paragraph 30.

31. 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 knowingly utilizing $60,000 of NuMed Chicago LLC's funds for Respondent's own use, without authorization, and dishonestly telling Tom Vance of NuEra that Respondent's operating account was frozen, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010)

ANSWER: Respondent admits the allegations in Paragraph 31.

COUNT III

(Failure to Comply with Court Orders, Lack of Diligence, and Unauthorized Practice of Law – Southern District of Illinois)

32. The Administrator herein realleges and reincorporates paragraphs one through 31 above.

ANSWER: Respondent incorporates his previous answers to Paragraphs one through 31 above.

33. In 2009, Respondent was admitted to practice law *pro hac vice* in the United States District Court for the Southern District of Illinois in connection with a case that concluded in or about 2009. At no time since 2009 has Respondent applied for admission to that Court's general bar or been admitted to practice law *pro hac vice* in any other case before the United States District Court for the Southern District of Illinois.

ANSWER: Respondent admits the allegations of Paragraph 33.

34. On or about June 27, 2023, a client with the initials B.K. hired Respondent to defend B.K. and B.K.'s construction company (collectively "the defendants") in connection with a pending lawsuit in the United States District Court for the Southern District of Illinois. The lawsuit alleged that B.K. and his construction company had breached their obligation as an employer to make fringe benefit contributions to plaintiff. The matter was proceeding before Judge Gilbert C. Sison in the Southern District of Illinois.

ANSWER: Respondent admits the allegations in Paragraph 34.

35. On July 14, 2023, Respondent filed an appearance on behalf of the defendants in connection with the lawsuit. At all times after filing his appearance, Respondent received notices of every document filed in the lawsuit via the Court's CM/EFC case management and docketing system, which allows case documents to be filed with the court online and generates automatic notification and alerts to keep parties informed on developments in the cases in which they are participating.

ANSWER: Respondent admits the allegations in Paragraph 35.

36. At the time Respondent filed his appearance on behalf of the defendants, he knew that he had neither been admitted to the general bar nor applied for admission or been admitted to practice law *pro hac vice* in connection with the pension fund lawsuit in the United States District Court for the Southern District of Illinois.

ANSWER: Respondent admits the allegations in Paragraph 36.

37. On July 18, 2023, the Clerk of the Court of the Southern District of Illinois issued a notice to Respondent requiring that, within 21 days, the defendants file a notice and consent to proceed before a magistrate judge, as required by the Court's administrative orders 257 and 341. Respondent did not file the notice and consent form on behalf of the defendants within 21 days as ordered.

ANSWER: Respondent admits the allegations in Paragraph 37.

38. On or about July 19, 2023, the Clerk of the Court mailed Respondent a letter informing him that as of that date, he was not admitted to practice law in the Southern District of Illinois. Respondent received the letter shortly after it was mailed. The July 19, 2023 letter was also served on Respondent via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 38.

39. On August 10, 2023, Judge Sison entered an order noting that the defendants had failed to file the notice and consent form within the allotted time and requiring that the defendants return the form within seven days – by August 17, 2023 – or face possible sanctions. Respondent learned of Judge Sison's order either at the time it was entered or shortly thereafter, but he did not file the notice and consent form on behalf of the defendants by August 17, 2023.

ANSWER: Respondent admits the allegations in Paragraph 39.

40. On October 18, 2023, the Court entered an order for the defendants to show cause as to why they should not be sanctioned regarding the defendants' failure to return the notice and consent form. The Court ordered that a response to the order to show cause was due by November 1, 2023. Respondent received the Court's October 18, 2023 Order via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 40.

41. As of November 21, 2023, Respondent had not filed an answer to the order to show cause on behalf of the defendants, and on that date the plaintiff filed a motion asking the Court to enter a default judgment against the defendants due to Respondent's failure to respond to the October 18, 2023, show cause order. The plaintiff served a copy of the motion on Respondent through the Court's CM/ECF filing system. On December 1, 2023, Respondent's client B.K. filed a *pro se* response to the plaintiff's motion, in which B.K. alleged that while Respondent had discussed the case with him at the beginning of the case, Respondent had stopped communicating with him, and he now needed a new lawyer.

ANSWER: Respondent admits the allegations in Paragraph 41 (except to refute the content of B.K.'s *pro se* response.)

42. As of December 8, 2023, Respondent had not filed anything in response to the show cause order, the plaintiff's motion for default, or B.K.'s response to that motion. On that date, Judge Sison scheduled a hearing on the show cause order for January 10, 2024, and ordered all parties to appear in person. The December 8, 2023 order required the Clerk of the Court and plaintiff's counsel to mail a copy of the order to the defendants. The December 8, 2023 order was served on the defendants and on Respondent via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 42.

43. Respondent did not appear before Judge Sison on January 10, 2024, and in his absence, the Court found Respondent in contempt of court and scheduled the case for a further status hearing on March 15, 2024. The January 10, 2024, order was served on Respondent via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 43.

44. On January 25, 2024, Judge Sison entered an order rescheduling the March 15, 2024, status hearing until March 21, 2024. The January 25, 2024 order was served on Respondent via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 44.

45. On March 21, 2024, Respondent did not appear for the status hearing. That same day, the Court entered an order allowing the defendants 90 days to secure new counsel and set the matter for a status hearing on June 18, 2024. The March 21, 2024 order was served on Respondent via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 45.

46. Respondent did not appear for the status hearing on June 18, 2024, and in his absence the Court entered an order allowing B.K. an additional 60 days to secure counsel and set the matter for a continued status hearing on August 19, 2024. The June 18, 2024 order was served on Respondent via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 46.

47. On July 26, 2024, Judge Sison entered an order holding the Respondent in civil contempt of court for Respondent's failure to participate in no less than three court proceedings and for his disregard of court orders. The Court's July 26, 2024 Order stated, in part:

> "More disturbing, however, is Attorney Zelizer's pattern of ignoring the Court and failing to participate in this case. Two status conferences have been held in this case so that Defendant [B.K.] can obtain new representation because it appears that Attorney Zelizer has abandoned his clients... Attorney Zelizer's conduct is in direct opposition to his ethical obligations as an attorney- obligations which are not only owed to his clients, but also to the Court."

ANSWER: Respondent admits the allegations in Paragraph 47.

48. The July 26, 2024 order was served on Respondent via the Court's CM/EFC system.

ANSWER: Respondent admits the allegations in Paragraph 48.

49. Respondent did not appear for the previously scheduled status hearing on August 19, 2024, and in his absence the Court entered an order sanctioning him $25.00 per business day, made payable to the Clerk of the Court, until he either filed the consent form and took the steps needed to become either generally admitted to the Southern District of Illinois or to be admitted *pro hac vice* or filed a motion to withdraw from representing the defendants.

ANSWER: Respondent admits the allegations in Paragraph 49.

50. As of November 1, 2024, Respondent had not paid any of the accumulated sanction, which by then amounted to approximately $1,700. On that date, Respondent filed a motion to withdraw from representing the defendants. On or about August 11, 2025, Respondent paid the entirety of the outstanding, accumulated sanction. On August 12, 2025, Judge Sison granted Respondent's motion to withdraw.

ANSWER: Respondent admits the allegations in Paragraph 50.

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

a. failure to act with reasonable diligence and promptness in representing a client by failing to comply with numerous orders and having been found to have abandoned his clients in a case pending before the United States District Court for the Southern District of Illinois, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);

b. practicing law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction, by handling legal matters and holding himself out as an attorney licensed to practice law in the United States District Court for the Southern District of Illinois when he was not licensed to practice law in aforesaid jurisdiction, in violation of Rule 5.5(a) of the Illinois Rules of Professional Conduct (2010) and Supreme Court Rule 756(b); and
c. knowingly disobeying an obligation under the rules of a tribunal by failing to comply with numerous orders in the United States District Court for the Southern District of Illinois and failing to appear as ordered in no less than three (3) court proceedings, in violation of Rule 3.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Respondent admits the allegations in Paragraph 51.

Dated: October 24, 2025

Respectfully submitted,

ETHAN G. ZELIZER,

By: /s/ *Steven J. Rosenberg*
One of His Attorneys

Steven J. Rosenberg, Esq.
GOLAN CHRISTIE TAGLIA LLP
70 West Madison Street, Suite 1500
Chicago, Illinois 60602
(312) 263-2300
sjrosenberg@gct.law
Firm No. 42399