

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

In the Matter of

MARCOS ARMANDO RESENDIZ,

Attorney-Respondent,

No. 6322779.

Commission No. 2026PR00020

RESPONDENT’S ANSWER TO ADMINISTRATOR’S COMPLAINT

Marcos Armando Resendiz, Respondent, by his attorney, Sari W. Montgomery, Robinson, Stewart, Montgomery & Doppke LLC, answers the complaint filed by the Administrator in this matter, as follows:

COUNT 1

(False Statements to a Tribunal; Conduct Involving Dishonesty, Fraud, Deceit, or Misrepresentation; Conduct that is Prejudicial to the Administration of Justice)

A. Respondent’s concurrent private practice and IGAC employment

1. At all times alleged in this complaint, Respondent operated a private law practice in Chicago, primarily handling probate matters. The firm was initially known as “Marcos Resendiz and Associates” and later operated as “SAX” Law.” Respondent practiced as a solo attorney and used contract attorneys and contract part-time support personnel. Respondent did not close or suspend his private practice at any time during the events described in this complaint.

ANSWER: Admit.

2. On September 18, 2023, the Illinois Guardianship and Advocacy Commission (“IGAC”) hired Respondent as a full-time probationary staff attorney. The position involved representing IGAC clients in court and related advocacy, and Respondent worked remotely. The

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essential functions included routine computer work - such as reading, typing, and drafting documents - speaking by phone/Zoom, and occasional travel to hospitals.

ANSWER: Respondent denies that he was hired as a full-time probationary staff attorney, and further states that he was hired as a Technical Advisor II – Spanish Speaking. Respondent admits the remaining allegations in Paragraph Two.

3. At all times related to this complaint, IGAC’s Policy and Procedures Manual (the “Manual”) provided that attorneys were prohibited from engaging in outside legal practice unless the IGAC Director determined that the practice was consistent with the employee’s full-time IGAC duties and required the completion of a “Request for Outside Employment” form and supervisory approvals for any existing outside employment.

ANSWER: Admit.

4. On September 18, 2023, Respondent acknowledged in writing that he would be responsible for complying with the policies set forth in the Manual. During Respondent’s first week, his supervisor, Veronique Baker, reviewed the Manual with him, including the outside employment prohibition. At that same time, Ms. Baker asked Respondent to provide a list of his open private cases that Respondent would need to conclude or withdraw from while he was employed at IGAC. Respondent did not provide the list to his supervisor or anyone else at IGAC despite Ms. Baker’s verbal and email requests.

ANSWER: Respondent admits the allegations in the first and last sentences of Paragraph Four. Respondent has no recollection of whether or when Ms. Baker reviewed the Manual with him and, therefore, has insufficient information to admit or deny the second sentence of Paragraph Four, so denies same. Respondent admits that, at some point, Ms. Baker asked him to provide a list of his open private cases that he would need to conclude or

withdraw from, but has insufficient knowledge to admit or deny when she did so, and denies same.

5. Respondent never requested that the IGAC Director authorize Respondent's continued outside practice and never submitted the required outside employment request form or obtained approvals from the Director, or anyone else, to engage in outside work while employed by IGAC.

ANSWER: Respondent admits that he never submitted the required outside employment request form. Respondent further states that he discussed with Ms. Baker that he would need to conclude cases pending in his private practice. Respondent denies the remaining allegations of Paragraph Five.

6. Despite the prohibition and without obtaining authorization, Respondent continued to operate his private practice during his IGAC employment. Specifically, during Respondent's employment at IGAC:

- Respondent regularly communicated with clients and his contract attorneys and part-time support personnel, appeared in court on matters, and filed documents.
- Respondent himself ran his firm; it was not run by a "collection of attorneys and staff" in his absence without his participation or input.
- Respondent personally visited the office located at 9009 S. Western, as did other employees.
- Respondent personally decided to open a new law office at 1328 W. 18th Street.

ANSWER: Respondent admits that he continued to communicate with clients and his contract attorneys and part-time support personnel, appeared in court on matters, and filed documents. Respondent denies the characterization that he did so "regularly" as vague. Respondent admits that he engaged in the remaining activities alleged in Paragraph Six. Respondent denies the remaining allegations in Paragraph Six.

7. After Respondent's first performance evaluation in November 2023, IGAC placed him on a Performance Improvement Plan ("PIP") for performance deficiencies and insubordination. On December 1, 2023, IGAC advised Respondent he was not on track to successfully complete the probationary period ending March 18, 2024, and that Respondent's termination was anticipated.

ANSWER: Respondent admits he was placed on a PIP on or about December 1, 2023. Respondent denies the remaining allegations in Paragraph Seven, and further states that the PIP speaks for itself.

B. Respondent's Purported Injury and Subsequent Workers' Compensation Claim

8. In January 2024, while IGAC was in the process of terminating Respondent, Respondent reported a purported work-related injury to IGAC. Respondent claimed that on January 24, 2024, he slipped on ice in a Whole Foods parking lot while speaking by phone with a physician, Dr. Alan Akira, who was involved in an IGAC matter then being handled by Respondent.

ANSWER: Respondent denies that he knew IGAC was in the process of terminating his employment in January 2024. Respondent admits the remaining allegations in Paragraph Eight.

9. On January 24, 2024, Respondent and Dr. Akira participated in a phone call that lasted from 8:41 a.m. to 8:49 a.m. Dr. Akira did not hear anything unusual during his call with Respondent, and Respondent did not mention falling to Dr. Akira during the call.

ANSWER: Respondent admits the first sentence of Paragraph Nine. Respondent has insufficient knowledge to admit or deny what Dr. Akira heard during his call with Respondent and, therefore, denies same.

10. On January 24, 2024, at approximately 9:02 a.m., Respondent went into the Whole Foods store and reported to a store employee that he slipped on ice in the parking lot and dropped food purchased from the store. The employee reviewed video of Respondent purchasing food from the hot bar prior to the alleged fall, offered a refund, and took photographs of the area where Respondent claimed to have fallen.

ANSWER: Respondent admits that at approximately 9:02 a.m. on January 24, 2024, he went into the Whole Foods store and reported to a store employee that he slipped on ice in the parking lot. Respondent denies that he reported that he dropped food purchased from the store. Respondent has insufficient knowledge to admit or deny whether the employee reviewed video and, therefore, denies same. Respondent admits that the employee offered a refund and took photographs of the area where Respondent claimed to have fallen.

11. At 9:42 a.m., Respondent emailed IGAC's Human Resources ("HR") Director Daniel Campbell stating that he had "just fell in a parking lot" and was headed to urgent care.

ANSWER: Admit.

12. Later on January 24, 2024, Respondent sought treatment at WellNow Urgent Care and reported slipping and falling while "getting out of the car," striking his left arm, shoulder, and leg. The provider diagnosed Respondent with a left shoulder/upper arm strain and advised Respondent to use over-the-counter medication, rest, apply ice, and elevate the injured area. The provider issued a note stating that Respondent could return to work without restrictions in two days on January 26, 2024. Respondent did not work for IGAC on January 25 or 26, 2024.

ANSWER: Admit.

13. In a phone call with IGAC HR Specialist Carmen Arnberger on January 25, 2024, Respondent stated that his work hours were 8:30 a.m. to 5:00 p.m. and that the fall in the Whole

Foods parking lot occurred at 9:00 a.m. When asked why he was at Whole Foods at 9:00 a.m. during work hours, Respondent stated, “I don’t know the answer to that,” and said he had hired a lawyer because “someone should have to pay for this.”

ANSWER: Respondent does not recall the conversation alleged in Paragraph Thirteen so has insufficient knowledge to admit or deny the allegations and, therefore, denies same.

14. On January 25, 2024, Respondent submitted a workers’ compensation notice of injury to IGAC asserting multiple purported injuries – including to Respondent’s head, neck, back, right thumb, and right knee – and stating the fall occurred while “finishing” a call with Dr. Akira. The form omitted the time of the incident. Respondent’s counsel filed an Illinois Workers Compensation Commission application dated January 26, 2024 describing the injuries as “permanent.”

ANSWER: Respondent admits the allegations in Paragraph Fourteen, and further states that his worker’s compensation/personal injury counsel filed an Illinois Workers Compensation Commission application dated January 26, 2024 as alleged.

15. Later, after IGAC requested information about the missing time entry on the injury form, Respondent stated in an email dated January 29, 2024, that the fall occurred at 8:42 a.m., and in an email dated January 30, 2024, that it occurred at 8:43 a.m.

ANSWER: Admit.

16. Beginning January 26, 2024, Respondent consulted a series of medical providers and reported he was unable to perform work duties such as “sitting, reading, driving, and typing.” At his request, Respondent’s medical providers issued notes dated January 26, January 31, February 28, March 27, April 24, and May 22, 2024, stating Respondent could not perform “any

work activities,” or was on “total disability.” Respondent forwarded those notes to IGAC and remained on leave through May 28, 2024.

ANSWER: Respondent admits that he consulted a series of medical providers but denies that it was beginning on January 26, 2024, and further states that he began consulting medical providers on January 24, 2024. Respondent admits that his medical providers issued notes stating that he should remain off work between January 24 and May 28, 2024, but denies that they made that determination “at his request.” Respondent admits that he forwarded those notes to IGAC and remained on leave through May 28, 2024. Respondent denies the remaining allegations in Paragraph Sixteen, and further states that the notes and Respondent’s medical records speak for themselves.

17. During the period Respondent claimed a total inability to work for IGAC and remained on leave – January 24, 2024 through May 28, 2024 – Respondent engaged in work activities for his private law firm, including:

- hiring a paralegal;
- meeting with clients;
- communicating with contract attorneys and staff by email, phone, and video conference;
- appearing in court via Zoom
- filing court documents;
- sending emails from his firm’s email account, an account to which none of his contract employees had access; and
- posting to his private law firm’s Facebook account multiple times including on February 18, 2024, March 11, 2024, March 18, 2024, March 25, 2024, March 27, 2024, and April 29, 2024; an account to which none of his contract employees had access.

ANSWER: Respondent admits the allegations in the first five bullet points of Paragraph Seventeen above. Respondent admits that he sent emails from his firm’s email account, but denies that none of his contract employees had access, and further states, on information and belief, that he provided access to one or more of his employees. Respondent admits that he posted to his personal Facebook account, “Marcos Armando Resendiz”, not his law firm account, on the dates alleged. Respondent has insufficient knowledge to admit or deny whether any of his contract employees had access to his personal Facebook account and, therefore, denies same.

18. During that same leave period, Respondent also engaged in other activities inconsistent with his claim that he was unable to perform any work, including:

- presenting a live Zoom CLE at which he read from a computer screen and constantly gesturing with both hands and arms, including repeatedly raising a bottle to drink and holding up a cell phone;



Screen shots from the video of the Illinois State Bar Association Young Lawyer’s Division CLE “Probate Law Basics,” March 7, 2024.

- attending multiple in-person bar association events at which he sat, stood, climbed stairs and walked;



Hispanic Lawyer's Association of Illinois Event, Springfield, Illinois, May 7-8, 2024



Illinois Bar Foundation Lawyer's Rock Event, Chicago, Illinois March 7, 2024

- driving from Chicago to Springfield on two occasions – once in the same day – as well as driving to and from multiple doctor and physical therapy appointments, and his daughter's school, including turning the steering wheel himself despite operating a self-driving car;
- traveling by airplane to Las Vegas and Dallas; and
- meeting a colleague at a restaurant where he walked in, ordered and paid for food, and consumed the food while seated at a booth or table.

ANSWER: Respondent admits that he engaged in the activities enumerated in Bullets one through four of Paragraph Eighteen. Respondent has insufficient knowledge to admit or deny the allegation in Bullet Five and, therefore, denies same. Respondent denies the remaining allegations in Paragraph Eighteen.

19. IGAC's efforts to terminate Respondent's employment – previously paused during his leave – resumed when Respondent returned to work on May 29, 2024. IGAC suspended Respondent on June 10, 2024, and terminated his employment on June 21, 2024.

ANSWER: Respondent has insufficient knowledge to admit or deny the allegations in the first sentence of Paragraph Nineteen and, therefore, denies same. Respondent admits the remaining allegations in Paragraph Nineteen.

C. The IWCC Hearing Testimony and Evidence

20. On August 13, 2024, IWCC Arbitrator Jennifer Bae held a hearing on Respondent's claim that he had suffered a work-related injury on January 24, 2024. Respondent testified at the hearing answering that he "did not know" or "did not remember" in response to scores of questions, including questions involving basic background information about the nature of his employment with the IGAC and his operation of his private law practice.

¹ANSWER: Respondent admits the facts alleged in the first sentence of Paragraph Twenty. Respondent denies the characterization of his testimony in the second sentence of Paragraph Twenty, and further states that the transcript speaks for itself.

21. On direct examination, Respondent testified that: on January 24, 2024, he was speaking with a doctor on the phone for his job in the course of his duties with the IGAC while seated in his car in the Whole Foods parking lot; after the call ended, he opened his car door, stepped onto ice, and fell; he took photographs, informed IGAC about the purported fall and went to urgent care; providers subsequently deemed him unable to work until late May 2024; and he provided IGAC medical notes purporting to support his leave.

ANSWER: Admit.

22. On August 13, 2024, at the hearing, Respondent made at least 12 knowingly false statements during his testimony. These false statements by Respondent included:

- Respondent's testimony that he stopped working for his private law firm when he was hired at IGAC and only checked on his staff.
- Respondent's testimony that he did not run his private law firm while he was employed at IGAC and that his firm was run by a "collection of attorneys and staff" without him.

¹ We note that the paragraphs in the Administrator's Complaint are mis-numbered starting with this paragraph, so the paragraphs in the Answer from this Paragraph forward are re-numbered accordingly.

- Respondent’s testimony that no one from his private law firm went into the office located at 9009 S. Western.
- Respondent’s testimony that he did not make the decision to open a new law office at 1328 W. 18th Street, and that it was “the team that was working at the firm” that made the decision.
- Respondent’s testimony that on January 24, 2024, after he ended his call with Dr. Akira he stepped out of his car onto a patch of ice and fell, despite the fact that he fell after returning to his car from purchasing food from inside the Whole Foods.
- Respondent’s testimony that he did not work for his private law firm during the period of his leave from IGAC.
- Respondent’s testimony that he did not remember if he sent emails coming from his private law firm’s email account because his contract employees used his private law firm’s email account.
- Respondent’s testimony that he did not make a February 18, 2024 Facebook post on his private law firm’s Facebook page, and that someone with the initials “PH” made the post.
- Respondent’s testimony that he did not remember or know if he made posts to his private law firm’s Facebook page on March 11, 2024, March 18, 2024, March 25, 2024, March 27, 2024, and April 29, 2024, because his support staff also had access to his private law firm’s Facebook account.
- Respondent’s testimony that when he attended and traveled to in-person professional events during the leave period he could not stand at those events, despite being shown a photograph of himself standing at one of the events.
- Respondent’s testimony that when he drove his car during his period of leave from IGAC he did not have to move his shoulders to turn the steering wheel because his self driving car turned it for him.
- Respondent’s testimony that during his period of leave from IGAC he was unable to read from his computer screens, move his computer mouse, type on his computer keyboard, speak on the phone, or drive for his job at IGAC.

ANSWER: Respondent admits that he made the statements as alleged in Paragraph Twenty-two. Respondent further admits that the statements in bullets one through four, six, and eight through eleven of Paragraph Twenty-two, and that those

statements were inaccurate. Respondent denies the remaining allegations in Paragraph Twenty-two.

23. Respondent's statements, as set forth in paragraph 22 above were false, for the reasons alleged in paragraphs one through 18, above.

ANSWER: Respondent reiterates his Answer to Paragraph Twenty-two above.

24. Respondent knew that his statements as set forth in paragraph 22 were false at the time he made them, because he was aware of the actual circumstances of his life, as more fully detailed in paragraphs one through 18, above.

ANSWER: Respondent did not intend to make false or misleading statements in his testimony at his Worker's Compensation hearing and, therefore, denies the allegations of Paragraph Twenty-four.

25. On October 7, 2024, Arbitrator Bae denied Respondent's claim, finding that Respondent had not been working on January 24, 2024 at the time he fell, and that the incident did not arise out of and in the scope of his IGAC employment. In doing so, Arbitrator Bae made findings that Respondent was an unreliable witness; that he was dishonest, evasive, and embellished his conditions; that he changed his story about whether he fell during the call with Dr. Akira to after the call; and that evidence, including Respondent's Facebook activity, the CLE video, and Respondent's Springfield travel and event attendance contradicted his claimed inability to work.

ANSWER: Respondent admits that Arbitrator Bae denied his claim. Respondent denies the characterization of the Arbitrator's findings, and further states that the Arbitrator's decision speaks for itself.

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

- a. knowingly making false statements of fact or law to a tribunal, by making at least 12 knowingly false statements during his sworn testimony at a hearing before the Illinois Workers' Compensation Commission on August 13, 2024, as set forth in paragraph 20, in violation of Rule 3.3(a)(1) of the Illinois Rules of Professional Conduct (2010);
- b. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by making at least 12 knowingly false statements at a hearing before the Illinois Workers' Compensation Commission on August 13, 2024, as set forth in paragraph 20, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010);
- c. engaging in conduct that is prejudicial to the administration of justice by bringing a frivolous claim before the Workers' Compensation Commission, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Respondent denies the conclusions of law pled in Paragraph Twenty-six.

COUNT II

(False Statements in Connection with a Disciplinary Matter)

27. The Administrator realleges the facts set forth in paragraphs one through 25 above.

ANSWER: Respondent realleges his Answers as set forth in Paragraphs One through Twenty-five above.

28. On June 24, 2025, and July 15, 2025, Respondent appeared at the Commission's Chicago office and provided sworn testimony regarding the events alleged in Count I above. Respondent frequently answered that he did not know or did not remember in response to various questions, including regarding basic background facts (such as the date of his purported fall or when his employment with IGAC ended), and gave testimony that was inconsistent with other

evidence (such as the Whole Foods' employee's statements) and his prior statements (such as not recalling that he was issued a note by a medical provider on January 24, 2024 stating he could go back to work on January 26, 2024 without restrictions).

ANSWER: Respondent admits the allegations in the first sentence of Paragraph Twenty-eight. Respondent denies the remaining characterizations of his testimony in Paragraph Twenty-eight and further states that the transcripts speak for themselves.

29. As discussed more specifically below, Respondent's Commission testimony included statements minimizing or denying (a) his notice of the outside employment prohibition; (b) the purpose of IGAC's request that he identify open private cases; (c) his continuation of private practice after IGAC employment began; (d) the timing and circumstances of the Whole Foods incident, and (e) the extent of his claimed work limitations during the leave period.

ANSWER: Respondent denies the characterizations of his testimony in Paragraph Twenty-nine and further states that the transcripts speak for themselves.

False Statements

30. On June 24, 2025, Respondent testified that:

- no one at IGAC ever informed him that he could not engage in the outside practice of law while working at IGAC.
- did not know why Ms. Baker asked him to compile a list of the open cases at his private law firm.
- after he became employed with IGAC he tried to wind down his practice.
- he did not recall if he ever communicated with any of his contracted employees during the period while he was working for IGAC prior to his period of leave.
- he did not go inside the Whole Foods store and purchase food prior to his purported fall, and that the food he was holding in his hands when he purportedly fell was not from Whole Foods.

ANSWER: Admit.

31. On July 15, 2025, Respondent testified that the time of his purported fall on January 24, 2024 was 8:43 a.m.

ANSWER: Admit.

32. Throughout his testimony on June 24, 2025 and July 15, 2025, Respondent testified that he was unable to read, drive, sit, or type for his job at IGAC.

ANSWER: Respondent admits that he testified that he was unable to perform the duties for his job at IGAC. Respondent denies the remaining characterization of his testimony and states that the transcripts speak for themselves.

33. Respondent's testimony outlined in paragraphs 30 through 32 was false because Respondent's supervisor, Veronique Baker, reviewed the policy concerning the outside practice of law with Respondent during his first week of employment at IGAC, and asked Respondent for his list of open cases from his law firm at that time; Respondent read his 90-day performance review/PIP that said he was supposed to provide a list of all of the cases from his private law firm that he was currently involved in and explain how he would conclude or withdraw from those cases since outside legal employment was strictly prohibited without prior supervisory permission; rather than winding down his practice after being hired at IGAC, Respondent added an additional office location, hired a new contract paralegal, and conducted intake on at least one new matter; Respondent engaged in continuous communication with his contract employees while he was employed at IGAC; Respondent went inside the Whole Foods and purchased food prior to his purported fall and he was holding that food when he purportedly fell; Respondent's phone call with Dr. Akira began at 8:41 a.m. and ended at 8:49 a.m., and Respondent was not the phone with Dr. Akira when he purportedly fell; and during the period from January 24, 2024, through May 28, 2024, Respondent was able to read, drive, sit, and type.

ANSWER: Respondent has insufficient knowledge to admit or deny the allegations in the first clause in Paragraph Thirty-three and, therefore, denies same. Respondent admits that his Performance Improvement Plan states as alleged in the second clause in Paragraph Thirty-three. Respondent admits the allegations in the third clause in Paragraph Thirty-three. Respondent admits that he engaged in communication with his contract employees while he was employed with IGAC but denies that such communication was “continuous” as vague. Respondent denies that he went inside the Whole Foods and purchased food prior to his fall and that he was holding that food when he fell. Respondent admits the sixth clause in Paragraph Thirty-three. Respondent admits that during the period from January 24, 2024, through May 28, 2024, Respondent was able to read, drive, sit, and type, but further states that he was not able to do so at the level required to perform his full-time job duties for IGAC.

34. Respondent knew that his testimony outlined in paragraphs 30 through 32 was false because Ms. Baker reviewed the policy concerning the outside practice of law with Respondent during his first week of employment at IGAC and asked Respondent for his list of open cases from his law firm at that time; Respondent read his 90-day performance review/PIP that said he was supposed to provide a list of all of the cases from his private law firm that he was currently involved in and explain how he would conclude or withdraw from those cases since outside legal employment was strictly prohibited without prior supervisory permission; rather than winding down his practice after being hired at IGAC, Respondent added an additional office location, hired a new contract paralegal, and conducted intake on at least one new matter; Respondent engaged in continuous communication with his contract employees while he was employed at IGAC; Respondent went inside the Whole Foods and purchased food prior to his purported fall and he

was holding that food when he purportedly fell; Respondent's phone call with Dr. Akira began at 8:41 a.m. and ended at 8:49 a.m., and Respondent was not the phone with Dr. Akira when he purportedly fell; and during the period from January 24, 2024, through May 28, 2024, Respondent was able to read, drive, sit, and type.

ANSWER: Respondent reiterates his response to Paragraph Thirty-three above and denies the remaining allegations in Paragraph Thirty-four.

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

- a. knowingly making false statements of material fact in connection with a disciplinary matter by making at least seven knowingly false statements in his sworn statements to the Commission as set forth in paragraphs 28 through 30, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by making at least seven knowingly false statements in his sworn statements to the Commission as set forth in paragraphs 28 through 30, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Respondent denies the conclusions of law pled in Paragraph Thirty-five.

RESPONDENT'S INFORMATION PURSUANT TO COMMISSION RULE 231

1. In addition to his admission to practice law in Illinois, Respondent has been admitted to practice before the State Bar of Texas on February 10, 2023, and his Bar Card number is 24133875.

2. Respondent has not received any other professional license or certificate.

Respectfully submitted,

/s/ Sari W. Montgomery
Sari W. Montgomery

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