



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.

**ANSWER: Respondent admits the affirmative allegations contained in sentence one of paragraph 3. Respondent denies the affirmative allegations contained in the second sentence of paragraph 3 as to the use of the subject account for failure of specificity or any temporal reference.**

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.

**ANSWER: Respondent admits the affirmative allegations contained in sentence one of paragraph 4. Respondent denies the affirmative allegations contained in the second sentence of paragraph 4 as to the use of the subject account for failure of specificity or any temporal reference.**

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.

**ANSWER: Respondent admits the affirmative allegations contained in sentence one of paragraph 5. Respondent denies the affirmative allegations contained in the second sentence of paragraph 5 as to the use of the subject account for failure of specificity or any temporal reference.**

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.

**ANSWER:** Respondent admits the affirmative allegations contained in sentence one of paragraph 6. Respondent denies the affirmative allegations contained in the second sentence of paragraph 6 as to the use of the subject account for failure of specificity or any temporal reference.

**ANSWER TO COUNT I (re: 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.

**ANSWER: Admitted.**

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.

**ANSWER: Admitted.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 9 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 10 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 11 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 12. Further answering, Respondent states that there were unintentional recordkeeping and accounting errors which impacted both his Bank of America client trust account and PNC client trust account; that Lisa M's full earnest money was at all times maintained and available between the two aforesaid client trust accounts; and that the earnest money was timely disbursed at closing on or about March 14, 2023.**

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.

**ANSWER: Admitted; further answering, Respondent repeats his answer to paragraph 12, and further states that at no time did he use any portion of the earnest funds for his 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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 14. Further answering, Respondent states that the subject allegations constitute legal conclusions of the pleader and should be stricken.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 15.**

#### **ANSWER TO COUNT II (re: 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.

**ANSWER: Admitted.**

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.

**ANSWER: Admitted.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 18 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 19 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 20 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 21. Further answering, Respondent states that there were unintentional recordkeeping and accounting errors which impacted both his Bank of America client trust account and PNC client trust account; that Luisa L's full earnest money was at all times maintained and available between the two aforesaid client trust accounts; and that the earnest money was timely disbursed at closing on or about April 21, 2023. Further answering, Respondent states that the timeline as alleged in paragraph 21 erroneously reflects transactions through May 23, 2023 which are irrelevant and not at issue in Count II.**

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.

**ANSWER: Admitted; further answering, Respondent repeats his answer to paragraph 21, and further states that at no time did he use any portion of the earnest funds for his 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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 23. Further answering, Respondent states that the subject allegations constitute legal conclusions of the pleader and should be stricken.**

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)

**ANSWER: Respondent denies the affirmative allegations of paragraph 24.**

#### **ANSWER TO COUNT III (re: 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.

**ANSWER: Admitted.**

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.

**ANSWER: Admitted.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 27 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 28 and demands strict proof thereof inasmuch as the subject documents are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 29 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits**

or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.

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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 30. Further answering, Respondent states that there were unintentional recordkeeping and accounting errors which impacted both his Bank of America client trust account and PNC client trust account; that Juan Carlos C's full earnest money was at all times maintained and available between the two aforesaid client trust accounts; and that the earnest money was timely disbursed at closing on or about July 20, 2023.**

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.

**ANSWER: Admitted; further answering, Respondent repeats his answer to paragraph 30, and further states that at no time did he use any portion of the earnest funds for his 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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 32. Further answering, Respondent states that the subject allegations constitute legal conclusions of the pleader and should be stricken.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 33.**

**ANSWER TO COUNT IV (re: Wellington Ave. 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.

**ANSWER: Admitted.**

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.

**ANSWER: Admitted.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 36 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 37 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 38 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 39. Further answering, Respondent states that there were unintentional recordkeeping and accounting errors which impacted both his Bank of America client trust account and PNC client trust account; that the aforesaid tax escrow funds were at all times maintained and available between the two aforesaid client trust accounts; and that the tax escrow funds were timely paid out when due.**

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.

**ANSWER: Admitted; further answering, Respondent repeats his answer to paragraph 39, and further states that at no time did he use any portion of the tax escrow funds for his own business or personal use.**

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

**ANSWER: Respondent denies the affirmative allegations of paragraph 41. Further answering, Respondent states that the subject allegations constitute legal conclusions of the pleader and should be stricken.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 42.**

**ANSWER TO COUNT V (re: 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.

**ANSWER: Admitted.**

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.

**ANSWER: Admitted.**

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.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 45 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 46 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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 10 \$1,770.08 as Respondent drew funds on the account in payment of his business or personal obligations.

**ANSWER: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraph 47 and demands strict proof thereof inasmuch as the subject document(s) are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure.**

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.

**ANSWER: Respondent denies the affirmative allegations of paragraph 48. Further answering, Respondent states that there were unintentional recordkeeping and accounting errors which impacted both his Bank of America client trust account and PNC client trust account; that the aforesaid earnest money was at all times maintained and available**

**between the two aforesaid client trust accounts; and that the earnest money was timely disbursed at closing on or about September 19, 2023.**

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.

**ANSWER: Admitted; further answering, Respondent repeats his answer to paragraph 48, and further states that at no time did he use any portion of the tax escrow funds for his own business or personal use.**

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

**ANSWER: Respondent denies the affirmative allegations of paragraph 50. Further answering, Respondent states that the subject allegations constitute legal conclusions of the pleader and should be stricken.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 51.**



**ANSWER TO COUNT VI (re: Alleged Commingling – BOA Trust Account)**

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

**ANSWER: As and for his answer to paragraph 52, Respondent repeats, realleges and incorporates by reference his answers to paragraphs 1 through 51 inclusive as above set forth.**

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. 13

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.

**ANSWER TO PARAGRAPHS 53-67 INCLUSIVE: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraphs 53-67 inclusive and demands strict proof thereof inasmuch as the subject documents are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure. Further answering, Respondent affirmatively states that the allegations contained in paragraphs 53-67 inclusive constitute the improper pleading of evidence, including without limitation, the compilation and summaries of third-party source materials. No response is required as to such improper allegations, and accordingly Respondent moves to strike said Count VI.**

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; 14 (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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 68.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 69.**

**ANSWER TO COUNT VII (re: Alleged Commingling – PNC Trust Account)**

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

**ANSWER: As and for his answer to paragraph 70, Respondent repeats, realleges and incorporates by reference his answers to paragraphs 1 through 69 inclusive as above set forth.**

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 15 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 16 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.

**ANSWER TO PARAGRAPHS 71 THROUGH 76 INCLUSIVE: Respondent is without knowledge sufficient to form a belief as to the truth of the affirmative allegations contained in paragraphs 71 through 76 inclusive and demands strict proof thereof inasmuch as the**

**subject documents are not attached to the complaint as exhibits or otherwise recited therein as required by Section 2-606 of the Illinois Code of Civil Procedure. Further answering, Respondent affirmatively states that the allegations contained in paragraphs 71 through 76 inclusive constitute the improper pleading of evidence, including without limitation, the compilation and summaries of third-party source materials. No response is required as to such improper allegations, and accordingly Respondent moves to strike said Count VII.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 77.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 78.**

**ANSWER TO COUNT VIII (re: Respondent's Recordkeeping)**

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

**ANSWER: As and for his answer to paragraph 79, Respondent repeats, realleges and incorporates by reference his answers to paragraphs 1 through 78 inclusive as above set forth.**

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.

**ANSWER: Respondent denies that the aforesaid Rules are fully or properly summarized in paragraph 80, and refers to the Rules for their contents.**

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.

**ANSWER: Respondent denies that the aforesaid Rules are fully or properly summarized in paragraph 81, and refers to the Rules for their contents.**

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).

**ANSWER: Admitted. Further answering paragraph 82, Respondent states that any and all deficiencies in his recordkeeping were unintentional; that no clients were harmed as a result of any of Respondent's recordkeeping deficiencies; and that Respondent has taken all necessary measures to comply with the aforesaid Rules, including, without limitation, completing client fund recordkeeping classes and obtaining corresponding ARDC Certificates, as well as adapting his legal practice to assure future compliance with his recordkeeping responsibilities.**

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).



**ANSWER: Admitted. Further answering paragraph 83, Respondent states that any and all deficiencies in his recordkeeping were unintentional; that no clients were harmed as a result of any of Respondent's recordkeeping deficiencies; and that Respondent has taken all necessary measures to comply with the aforesaid Rules, including, without limitation, completing client fund recordkeeping classes and obtaining corresponding ARDC Certificates, as well as adapting his legal practice to assure future compliance with his recordkeeping responsibilities.**

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).

**ANSWER: Admitted. Further answering paragraph 84, Respondent states that any and all deficiencies in his recordkeeping were unintentional; that no clients were harmed as a result of any of Respondent's recordkeeping deficiencies; and that Respondent has taken all necessary measures to comply with the aforesaid Rules, including, without limitation, completing client fund recordkeeping classes and obtaining corresponding ARDC Certificates, as well as adapting his legal practice to assure future compliance with his recordkeeping responsibilities.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 85.**

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).

**ANSWER: Respondent denies the affirmative allegations of paragraph 86.**

#### **RESPONDENT'S RULE 231(a) and (b) DISCLOSURE**

Pursuant to Article IV, Rule 231(a) and (b) of the Illinois Attorney Registration and Disciplinary Commission, Respondent further states that he has not been admitted to practice law before any other state court, federal court, or administrative agency, and that he has never received any other professional license or certificate.

Wherefore, Respondent Oscar Arnold Morgan, Jr. prays that the Hearing Board dismiss this proceeding at the Administrator's cost.

Respectfully Submitted

Oscar Arnold Morgan, Jr.

By: /s/ Robert M. Birndorf

Robert M. Birndorf

Robert M. Birndorf  
Law Offices of Robert M. Birndorf  
1115 Oak Ridge Drive  
Glencoe, IL 60022  
(312)407-6363  
[rbirndorf@birndorflawyers.com](mailto:rbirndorf@birndorflawyers.com)

### **CERTIFICATION**

Oscar Arnold Morgan, Jr., Respondent herein, certifies under penalties as provided by Section 1-109 of the Illinois Code of Civil Procedure that he has read the foregoing answer, and that the statements in the answer that he has no knowledge sufficient to form a belief as to the particular allegations in the complaint based on the matters set forth in the answer are true and correct.

*/s/Oscar Arnold Morgan, Jr.*

**NOTICE OF FILING AND CERTIFICATE OF SERVICE**

Robert M. Birndorf, an attorney, certifies that on January 14, 2026 he caused the foregoing **ANSWER** to be electronically filed with the Clerk of the Attorney Registration and Disciplinary Commission, and concurrently caused a copy thereof to be electronically served upon Counsel for the Administrator.

/s/ Robert M. Birndorf

FILED  
1/14/2026 2:33 PM  
ARDC Clerk