

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

FILED  
6/22/2026 8:26 AM  
ARDC Clerk

In the Matter of:

BEAU BRIAN BRINDLEY,

Attorney-Respondent,

No. 6282574.

Commission No. 2026PR00044

**ANSWER TO COMPLAINT**

Respondent, Beau Brian Brindley, by and through undersigned counsel, and for his Answer to the Complaint filed by the Administrator, states as follows. Respondent denies each and every allegation of the Complaint not specifically and expressly admitted herein.

**RESPONDENT'S PROFESSIONAL BACKGROUND**

Pursuant to Commission Rule 231, Respondent states the following regarding his professional background:

(a) Respondent's Bar Admissions:

<b>Jurisdiction</b>	<b>Admission Date</b>	<b>Bar / Reg. No.</b>	<b>Notes</b>
State of Illinois	11/4/2004	6282574	
Supreme Court of the United States	8/15/2021	280602	
U.S. District Court, N.D. Illinois	8/1/2006	6282574	
U.S. District Court, C.D. Illinois	10/5/201	6282574	

<b>Jurisdiction</b>	<b>Admission Date</b>	<b>Bar / Reg. No.</b>	<b>Notes</b>
U.S. District Court, S.D. Illinois	8/12/2020	6282574	
U.S. District Court, W.D. Wisconsin	6/14/2023	6282574	
U.S. District Court, E.D. Wisconsin	11/28/2016	6282574	
U.S. District Court, E.D. Missouri	2/9/2017; readmitted 1/1/2023	6282574IL	
U.S. District Court, W.D. Missouri	Not formally admitted — Pro Hac Vice only; last PHV petition filed 12/8/2025		
U.S. District Court, W.D. Tennessee	Not admitted — appeared Pro Hac Vice only		
U.S. Court of Appeals, Second Circuit	5/18/2023		
U.S. Court of Appeals, Fourth Circuit	3/13/2019		
U.S. Court of Appeals, Fifth Circuit	3/21/2023		
U.S. Court of Appeals, Sixth Circuit	9/15/2021		
U.S. Court of Appeals, Seventh Circuit	9/7/2007		
U.S. Court of Appeals, Eighth Circuit	9/4/2015		
U.S. Court of Appeals, Ninth Circuit	T.B.D.		Unable to Verify with Court Prior to Filing Deadline. Believed to be in May or June 2023.

<b>Jurisdiction</b>	<b>Admission Date</b>	<b>Bar / Reg. No.</b>	<b>Notes</b>
U.S. Court of Appeals, Tenth Circuit	11/21/2018		
State of Iowa	9/19/2006		Voluntary Inactive Status.

Respondent was admitted under the name Beau Brian Brindley in each instance and has had no subsequent name change.

(b) Respondent has not received any other professional license or certificate.

### **COUNT I**

*(Conflict of Interest, Lack of Candor Toward the Tribunal, Dishonesty – Eastern District of Missouri)*

1. At all times alleged in this complaint, Respondent was the sole owner of the Law Offices of Beau B. Brindley, located in Chicago, and his practice focused primarily on criminal defense.

**ANSWER:** Admitted.

2. On or about March 3, 2017, Respondent began representing Roy William Burris in a criminal narcotics prosecution in the Eastern District of Missouri, case number 17-CR-00095-RWS, assigned to the Honorable Rodney W. Sippel, in which Mr. Burris was charged with conspiracy to deliver approximately ten kilograms of cocaine.

**ANSWER:** Admitted.

3. In August 2017, while representing Mr. Burris, Respondent began representing Eric Avendano in two pending criminal narcotics prosecutions: United States v. Eric Avendano-Guzman, case number 17CR00234 (N.D. Ill.), and United

States of America v. Calvin Avendano, Eric Avendano, et al., case number 17-CR-020103 (W.D. Tenn.).

**ANSWER:** Admitted.

4. On August 10, 2017, the prosecutors in Mr. Burris's Missouri case filed a notice asserting that Mr. Avendano was the source of supply for the cocaine that formed the basis for the charges against Mr. Burris.

**ANSWER:** Admitted.

5. As of August 10, 2017, Respondent knew that he represented both the alleged supplier of the cocaine—Mr. Avendano—and the alleged distributor of the cocaine—Mr. Burris—in the narcotics transaction at issue.

**ANSWER:** Respondent admits that, as of August 10, 2017, he represented both Mr. Avendano and Mr. Burris in their respective pending criminal cases. Respondent denies the characterization that this dual representation, at that time, involved adverse interests arising from a single transaction, and denies any remaining allegations of paragraph 5.

6. In Mr. Avendano's Tennessee case, Respondent negotiated a plea agreement providing for a 144-month sentence to run concurrent with any Illinois sentence. Mr. Avendano entered his plea on March 20, 2019. Judge Parker sentenced Mr. Avendano to 144 months on October 18, 2019.

**ANSWER:** Admitted.

7. On December 20, 2018, Mr. Avendano pled guilty in his Illinois case to one count of conspiracy, with no plea agreement, and the plea declaration acknowledged the government was free to recommend any sentence.

**ANSWER:** Admitted.

8. Mr. Avendano and Respondent believed the government would recommend a concurrent sentence so long as Mr. Avendano did not jeopardize the recommendation, and Mr. Avendano's sentencing hearing was continued multiple times through 2019 and 2020.

**ANSWER:** Respondent admits that he and Mr. Avendano shared this understanding based on pre-plea discussions, and that the sentencing hearing was continued multiple times. Respondent denies any remaining allegations of paragraph 8.

9. On July 1, 2019, Judge Sippel set Mr. Burris's case for trial beginning November 12, 2019. On October 28, 2019, the government disclosed to Respondent that it intended to call Edgar Roque at trial, and that Mr. Roque was expected to testify that Mr. Burris was present at a meeting in Mexico where he, Mr. Avendano, and others discussed the movement of cocaine from Mexico to St. Louis.

**ANSWER:** Admitted.

10. On October 30, 2019, Respondent filed a motion to continue the November 12, 2019 trial date. Judge Sippel granted the motion on November 4, 2019 and reset the trial to January 13, 2020.

**ANSWER:** Admitted.

11. On a date prior to December 16, 2019, Mr. Avendano told Respondent that Mr. Burris had not been present at the Mexico meeting and that Mr. Avendano could provide testimony at Mr. Burris's trial that would rebut Mr. Roque's anticipated testimony and tend to exculpate Mr. Burris.

**ANSWER:** Admitted.

12. After the Roque disclosure, Respondent's simultaneous representation of Mr. Burris and Mr. Avendano resulted in a concurrent conflict of interest, because his duty to zealously defend Mr. Burris required him to call Mr. Avendano to rebut Mr. Roque, while his duty to defend Mr. Avendano required him to try to prevent Mr. Avendano from testifying, because such testimony would either inculcate Mr. Avendano or expose him to consequences affecting his Illinois sentencing.

**ANSWER:** Denied. Respondent denies that this tension constituted a concurrent conflict of interest, denies that his duty to Mr. Burris required him to call Mr. Avendano, and denies that his duty to Mr. Avendano required him to prevent Mr. Avendano from testifying. Respondent denies the remaining allegations of paragraph 12.

13. After the Roque disclosure, Respondent did not disclose to either Mr. Burris or Mr. Avendano that his representation of Mr. Burris was directly adverse to his representation of Mr. Avendano.

**ANSWER:** Denied. Respondent states that the situation was disclosed on the record to Judge Sippel at the January 3, 2020 pretrial hearing. Respondent denies that his representation of Mr. Burris was directly adverse to his representation of Mr. Avendano, and denies that he concealed any conflict from either client.

14. On December 16, 2019, December 27, 2019, and January 3, 2020, Respondent filed motions to continue Mr. Burris's trial until after Mr. Avendano was sentenced. At the January 3, 2020 pretrial hearing, Respondent stated that Mr. Avendano "possesses material, exculpatory information related to the Government's witness [Mr. Roque]," that Mr. Avendano was "concerned about his own situation," that "there would be an impact potentially on his sentencing, depending on his decision about testifying," that this "obviously creates a conflict-of-interest issue," and that "Mr. Burris is aware of all of this and is – you know, he's willing to waive whatever conflict there may be and already has."

**ANSWER:** Respondent admits that he filed the continuance motions and made the quoted statements to Judge Sippel at the January 3, 2020 hearing substantially as alleged. Respondent denies that those statements were dishonest or false.

15. Respondent's statements to Judge Sippel on January 3, 2020—that Mr. Burris was aware of all issues surrounding Mr. Avendano's potential testimony, was willing to waive the conflict, and already had—were false, because as of that date Respondent had not discussed these issues with Mr. Burris and Mr. Burris had not made any decision about waiving any conflict.

**ANSWER:** Denied.

16. Respondent knew the statements were false when he made them because he knew he had not discussed these issues with Mr. Burris and that Mr. Burris had not made any decision about waiving any conflict.

**ANSWER:** Denied.

17. At the time of Mr. Burris's trial, Respondent knew that Mr. Avendano was in BOP custody and could be brought to court by a writ of habeas corpus, but Respondent did not seek the writ because he believed it was not in Mr. Avendano's interest to testify, as it could hurt Mr. Avendano's chances of a favorable sentence in the Illinois case.

**ANSWER:** Respondent admits that Mr. Avendano was in federal custody during the Burris trial and that Respondent did not seek a writ of habeas corpus. Respondent denies the remaining allegations.

18. During Mr. Burris's trial, Mr. Roque testified that Mr. Burris was present at the Mexico meeting. Respondent knew Mr. Avendano could rebut this testimony. Respondent neither called Mr. Avendano nor cross-examined Mr. Roque as to whether Mr. Burris had been at the meeting, because he could not call Mr. Avendano to rebut any such cross-examination.

**ANSWER:** Respondent admits that Mr. Roque testified at the Burris trial and that Mr. Avendano was not called as a witness. Respondent denies the remainder of the allegation.

19. On February 12, 2020, the jury found Mr. Burris guilty. On September 17, 2020, Judge Sippel sentenced Mr. Burris to 300 months. The Eighth Circuit affirmed on January 6, 2022.

**ANSWER:** Admitted.

20. On February 28, 2023, Mr. Burris filed a post-conviction petition based on Respondent's alleged conflict of interest. In support, Mr. Burris submitted a declaration signed by Respondent under penalty of perjury in which Respondent admitted that his concurrent representation constituted a conflict of interest which compromised his ability to zealously represent Mr. Burris at trial, and in which he admitted to misleading the court regarding the purported waivers.

**ANSWER:** Respondent admits that Mr. Burris filed a post-conviction petition and that Respondent executed a declaration. Respondent states that the declaration must be read in its entirety and context, and denies that it constitutes an admission that Respondent violated the Illinois Rules of Professional Conduct. Respondent further states that Judge Sippel denied Mr. Burris's post-conviction petition on August 12, 2025.

21. On April 11, 2023, Chief Judge Clark entered a show cause order regarding temporary suspension from the Eastern District of Missouri bar based on Respondent's admissions. Respondent denied the conduct was improper. Judge Clark did not enter a suspension order and referred the matter to the ARDC.

**ANSWER:** Admitted.

22. On August 12, 2025, Judge Sippel denied Mr. Burris's post-conviction petition.

**ANSWER:** Admitted.

23. Respondent denies the allegations of paragraph 23 and each subpart thereof.

a. Respondent denies that he failed to provide competent representation to Mr. Burris in violation of Rule 1.1.

b. Respondent denies that he failed to act with reasonable diligence in violation of Rule 1.3.

c. Respondent denies that he failed to communicate the existence and ramifications of a conflict of interest to Mr. Burris or Mr. Avendano in violation of Rule 1.4(b).

d. Respondent denies that his concurrent representation of Mr. Burris and Mr. Avendano constituted a concurrent conflict of interest in violation of Rule 1.7(a)(1).

e. Respondent denies that his statements to Judge Sippel on January 3, 2020 constituted false statements of fact to a tribunal in violation of Rule 3.3(a)(1).

f. Respondent denies that his statements to Judge Sippel constituted conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c).

g. Respondent denies that his conduct was prejudicial to the administration of justice in violation of Rule 8.4(d).

## COUNT II

*(Incompetence, Lack of Diligence, Failure to Communicate, Failure to Refund Unearned Fee – Circuit Court of Cook County and Appellate Court)*

24. On July 9, 2014, a Cook County jury found Carlos Rosado guilty of possession of a controlled substance with intent to deliver.

**ANSWER:** Admitted.

25. On July 24, 2014, Respondent agreed to represent Mr. Rosado at sentencing and on appeal or in post-conviction proceedings for a fee of \$10,000. Mr. Rosado's daughter made a partial payment of \$5,000 that same date.

**ANSWER:** Admitted.

26. On December 30, 2014, the court sentenced Mr. Rosado to 18 years in prison and entered judgment.

**ANSWER:** Admitted.

27. At all times alleged, Supreme Court Rule 606 required a notice of appeal within 30 days of final judgment and a docketing statement within 14 days of the notice; Supreme Court Rule 608(c) required the record on appeal to be filed within 63 days of the notice of appeal.

**ANSWER:** Admitted.

28. On January 13, 2015, Respondent filed a notice of appeal. On January 27, 2015, Respondent filed a docketing statement. At no time thereafter did Respondent file the record on appeal, an appellate brief, or any other document in the appellate court.

**ANSWER:** Respondent admits that he filed the notice of appeal and docketing statement as alleged, and admits that the record on appeal was not filed. Respondent denies that this failure was knowing or willful.

29. On August 14, 2015, the appellate court dismissed Mr. Rosado's appeal for want of prosecution and Respondent received a copy. Respondent took no steps to reinstate the appeal. On October 21, 2015, the appellate court issued its mandate; on November 12, 2015, the Circuit Court sustained the dismissal.

**ANSWER:** Respondent admits that the appeal was dismissed, that the mandate issued, and that the Circuit Court sustained the dismissal. Respondent denies the remaining allegations.

30. At no time did Respondent inform Mr. Rosado that the appellate court had dismissed his appeal.

**ANSWER:** Denied.

31. On April 7, 2016, Mr. Rosado's daughter texted Respondent expressing concern about the appeal; Respondent replied: "The court of appeals dismissed due to a failure to create a full record. We are correcting issue w the clerks office."

**ANSWER:** Admitted.

32. Respondent's April 7, 2016 statement was false because Respondent was not working to correct any issue with the appellate court or Circuit Court, both of which had closed the case.

**ANSWER:** Denied. Respondent denies that his statement was a deliberate falsehood or a knowing misrepresentation.

33. Respondent knew the statement was false when he made it because he had received the appellate court mandate on October 21, 2015 and knew the Circuit Court had sustained the dismissal on November 12, 2015.

**ANSWER:** Denied. Respondent denies that he knew the statement was false when he made it.

34. On April 24, 2016, Mr. Rosado's daughter emailed Respondent attempting to terminate the representation and request a refund. On April 25, 2016, Respondent refused to refund the fee.

**ANSWER:** Admitted.

35. As of May 19, 2026, Respondent had not filed a post-conviction petition and had not refunded any portion of the \$10,000 fee. The services provided did not warrant retention of the fee.

**ANSWER:** Respondent admits that, as of May 19, 2026, he had not filed a post-conviction petition on Mr. Rosado's behalf and had not refunded any portion of the \$10,000 fee. Respondent denies that the services he provided did not warrant retention of the fee.

36. The value of services Mr. Rosado received did not warrant Respondent's retention of the \$10,000 fee.

**ANSWER:** Denied.

37. Respondent denies the allegations of paragraph 37 and each subpart thereof.

### **COUNT III**

*(Incompetence, Lack of Diligence, Failure to Communicate, Conduct Prejudicial to the Administration of Justice – Circuit Court of Cook County)*

38. On November 21, 2014, Armon Braden pled guilty to first degree murder in the Circuit Court of Cook County. On January 30, 2015, Judge Agran sentenced him to 22 years in prison. On February 26, 2018, the Appellate Court remanded the case to allow Mr. Braden to be properly admonished and to file post-plea motions.

**ANSWER:** Admitted.

39. On or about November 12, 2018, Respondent agreed to represent Mr. Braden in the post-plea proceedings for a flat fee of \$15,000. A partial payment of \$5,000 was made on behalf of Mr. Braden on that date.

**ANSWER:** Admitted.

40. On November 19, 2018, an associate attorney in Respondent's law firm appeared at a hearing before Judge Agran, during which Judge Agran admonished Mr. Braden of his appeal rights including the right to file post-plea motions within 30 days.

**ANSWER:** Admitted.

41. At all times alleged, Illinois Supreme Court Rule 604(d) required a motion to withdraw a guilty plea before appeal; that the motion be filed within 30 days of sentencing; that the motion be supported by a defendant affidavit where based on facts outside the record; that defense counsel certify consultation with the defendant, review of the trial court file, and any necessary amendments; and that such motions be heard promptly.

**ANSWER:** Admitted.

42. On December 19, 2018, at Respondent's direction, a non-affiliated attorney filed a motion to withdraw Mr. Braden's guilty plea, signed by Respondent, with a one-page handwritten affidavit but without the Rule 604(d) attorney certificate. The attorney who filed the motion did not notice it for a hearing, nor did Respondent, so for over three years Mr. Braden's motion did not appear on the trial court's calendar.

**ANSWER:** Respondent admits that the motion to withdraw Mr. Braden's guilty plea was filed without the Rule 604(d) certificate and was not noticed for a hearing at the time of filing. Respondent denies that this was a knowing abdication of his responsibilities, and states that the motion was ultimately heard.

43. Between December 19, 2018, and February 8, 2022, Respondent took no action to advance Mr. Braden's motion.

**ANSWER:** Denied.

44. On February 8, 2022, Mr. Braden filed a pro se status motion. Around April 2022, the presiding judge assigned the case to the post-conviction call and set a hearing for April 22, 2022 before the Honorable Marc W. Martin.

**ANSWER:** Admitted.

45. On April 22, 2022, Mr. Braden appeared but Respondent did not. Judge Martin continued the hearing to May 27, 2022 and, on or about April 22, 2022, called Respondent and informed him the matter was set for that date.

**ANSWER:** Admitted.

46. On May 27, 2022, Respondent sent the non-affiliated attorney who was unprepared to proceed. On June 24, 2022, Respondent did not appear and sent no attorney. On August 12, 2022, Respondent again failed to appear, and Judge Martin appointed the Cook County Public Defender and continued to September 9, 2022.

**ANSWER:** Admitted in part. Respondent denies that these absences reflected willful abandonment of his client.

47. Between September 9, 2022 and June 23, 2023, Respondent failed to appear on four of five court dates despite court orders to appear.

**ANSWER:** Respondent admits that he did not appear on multiple court dates between September 9, 2022 and June 23, 2023 as ordered. Respondent denies that his absences constituted willful disregard of the court's orders or abandonment of Mr. Braden.

48. On June 23, 2023, Respondent appeared on Mr. Braden's behalf. Prior to this date, Respondent had never met or spoken to Mr. Braden.

**ANSWER:** Respondent admits he appeared on June 23, 2023. Respondent denies that he had never communicated with Mr. Braden prior to that date.

49. On October 13, 2023, the parties appeared for the hearing on Mr. Braden's motion to withdraw his guilty plea. Mr. Braden testified. The court continued the hearing to January 5, 2024.

**ANSWER:** Admitted.

50. On or about November 6, 2023—nearly two months before the January 5, 2024 hearing—Mr. Braden mailed documents to Respondent for use at that hearing. Respondent received them in early November but did not review them prior to the January 5, 2024 hearing date.

**ANSWER:** Respondent admits he received documents from Mr. Braden. Respondent denies that he received them in early November 2023.

51. On January 5, 2024, Respondent requested a continuance because he had not reviewed the documents. Judge Martin denied the continuance but granted leave to reopen cross-examination after review, and continued to April 5, 2024.

**ANSWER:** Admitted.

52. On April 5, 2024, Respondent did not appear. Judge Martin found Respondent forfeited his ability to reopen cross-examination. Judge Martin emailed

Respondent directing his appearance at the May 3, 2024 hearing and ordering a Rule 604(d) certificate by that date.

**ANSWER:** Admitted.

53. On May 3, 2024, Respondent again did not appear. Judge Martin found Respondent forfeited the right to present oral argument.

**ANSWER:** Admitted.

54. On May 10, 2024, Respondent again did not appear and had not filed the Rule 604(d) certificate as ordered. Judge Martin denied Mr. Braden's motion to withdraw his guilty plea.

**ANSWER:** Admitted.

55. Respondent denies the allegations of paragraph 55 and each subpart thereof.

#### **COUNT IV**

*(Lack of Diligence, Failure to Refund Unearned Fee – Western District of Washington)*

56. On October 8, 2021, a federal jury in the Western District of Washington found Taylor Matson guilty of attempted enticement of a minor. Judgment was entered March 28, 2022. The Ninth Circuit affirmed on June 8, 2023.

**ANSWER:** Admitted.

57. Between June 13–14, 2023, Mr. Matson's parents and Respondent exchanged texts about representation. On June 16, 2023, Respondent texted that he had reviewed the case, that there were grounds for an "excellent petition" to the Supreme Court, and that he could help reverse the conviction.

**ANSWER:** Admitted.

58. On June 20, 2023, Respondent and Mr. Matson's parents agreed that Respondent would file a petition for writ of certiorari for a flat fee of \$15,000. Respondent sent wire transfer instructions that day.

**ANSWER:** Admitted.

59. As of June 28, 2023, Respondent had not made any arrangements to visit Mr. Matson at FCI Terminal Island.

**ANSWER:** Admitted that no prison visit had been formally scheduled. Denied that this was known to Respondent. Denied that it was intended to be an in person visit.

60. On June 28, 2023, Mr. Matson's parents asked whether Respondent had a prison appointment scheduled. Respondent replied by text: "Yes. It is scheduled [n]ext week. 7/6."

**ANSWER:** Admitted.

61. Respondent's June 28, 2023 statement that a visit was scheduled for July 6 was false because no such visit had been scheduled.

**ANSWER:** Denied. Respondent denies that his statement was a deliberate misrepresentation.

62. Respondent knew the statement was false when he made it because he had not scheduled a visit and had not directed anyone to do so.

**ANSWER:** Denied. Respondent denies that he knew the statement was false when he made it.

63. On June 29, 2023, Mr. Matson's family paid Respondent \$10,000 by wire transfer.

**ANSWER:** Admitted.

64. Between June 29 and July 17, 2023, Mr. Matson's parents attempted to contact Respondent approximately twenty-three times. Respondent replied only once, on July 17, 2023, stating he had been tied up in court with an attempted murder and that "My team is already working on his petition."

**ANSWER:** Admitted. Denied that it was a knowing misrepresentation.

65. Neither Respondent nor any attorney under his supervision drafted a petition for certiorari on Mr. Matson's behalf at any time.

**ANSWER:** Denied. Respondent denies that no work toward a certiorari petition was performed.

66. On July 23, 2023, Mr. Matson's parents retained other counsel. On August 7, 2023, an attorney for the parents contacted Respondent to terminate the

representation and request a refund of the \$10,000. Respondent refused and claimed the petition was "nearing completion."

**ANSWER:** Respondent admits that the representation was terminated and that he declined to refund the fee. Respondent denies that his statement that the petition was 'nearing completion' was a knowing misrepresentation.

67. Respondent's August 7, 2023 statement that the petition was nearing completion was false because neither Respondent nor any attorney under his supervision had started a draft.

**ANSWER:** Denied. Respondent denies that his statement was false, and states that legal analysis, research, and preliminary work in support of a certiorari petition had been conducted.

68. Respondent knew the statement was false when he made it.

**ANSWER:** Denied. Respondent denies that he knew the statement was false when he made it.

69. On August 10, 2023, Mr. Matson's new counsel asked Respondent for the draft petition and any memoranda. Respondent replied: "I will talk to my guys and see what we can get put together for you." Respondent never provided any materials.

**ANSWER:** Admitted.

70. The value of services provided to Mr. Matson did not warrant Respondent's retention of the \$10,000 fee.

**ANSWER:** Denied. Respondent performed legal work including case review, legal analysis, and research in support of a certiorari petition.

71. Respondent denies the allegations of paragraph 71 and each subpart thereof.

## COUNT V

### *(Failure to Refund Unearned Fee – Eastern District of Michigan)*

72. On May 23, 2017, Deonte Bell pled guilty in the Eastern District of Michigan. On March 13, 2018, Judge Borman sentenced him to 96 months. Attorneys Novelle and Roellig represented Mr. Bell through plea and sentencing.

**ANSWER:** Admitted.

73. In or around June 2017, Mr. Bell and Respondent agreed that Respondent would represent Mr. Bell in potential post-conviction litigation for a fee of \$15,000. On or about June 15, 2017, Mr. Bell paid \$15,000 in cash.

**ANSWER:** Admitted.

74. At no time after June 15, 2017 did Respondent file an appearance, consult with prior counsel, or file anything in Mr. Bell's case. Mr. Bell was released on February 10, 2023, met with Respondent, requested a refund, and Respondent refused.

**ANSWER:** Respondent admits that no formal court filings were made on Mr. Bell's behalf and that Respondent declined to refund the fee. Respondent denies that

no services of value were performed, and states that he performed legal analysis and monitoring of the legal landscape applicable to Mr. Bell's potential post-conviction claims.

75. The value of services Mr. Bell received did not warrant Respondent's retention of the \$15,000 fee. As of May 19, 2026, no portion has been refunded.

**ANSWER:** Denied. Respondent disputes that no services of value were rendered and denies that the fee was unearned.

76. Respondent denies the violation alleged in paragraph 76(a).

## COUNT VI

*(Failure to Communicate, Failure to Refund Unearned Fee – U.S. Department of Homeland Security Seized Funds)*

77. Prior to June 24, 2022, DHS seized \$605,000 from Michael Fort. On June 24, 2022, Mr. Fort and Respondent agreed that Respondent would represent Mr. Fort in attempting to secure return of the funds for a fee of \$10,000, which Mr. Fort paid in full that day.

**ANSWER:** Admitted.

78. Between June 24, 2022 and November 22, 2023, Respondent filed no court or administrative action to recover Mr. Fort's funds.

**ANSWER:** Respondent admits that no formal court or administrative filing was made during this period. Respondent states that the representation involved legal analysis, review of the seizure, and research regarding applicable forfeiture law.

79. In more than ten text messages between June 27, 2022 and November 14, 2023, Mr. Fort asked for updates. On November 14, 2023, Mr. Fort demanded proof of filing. Respondent did not respond.

**ANSWER:** Admitted.

80. On November 22, 2023, Mr. Fort terminated the representation by letter and requested a refund. On or about December 18, 2023, the parties met and Respondent agreed to refund the fee.

**ANSWER:** Admitted.

81. On or about December 18, 2023, Respondent issued a \$10,000 check drawn on his Bank of America account ending in 1086. Mr. Fort deposited it December 19, 2023. The check was returned for insufficient funds.

**ANSWER:** Admitted.

82. On December 21, 2023, Mr. Fort informed Respondent the check had not cleared. Between December 21, 2023 and January 2, 2024, Mr. Fort repeatedly asked Respondent to reissue a check, but Respondent did not.

**ANSWER:** Admitted.

83. As of May 19, 2026, Respondent had not refunded any portion of the fee. The value of services provided did not warrant retention of the \$10,000.

**ANSWER:** Respondent admits that, as of May 19, 2026, he had not refunded any portion of the fee. Respondent does not dispute that a refund is owed to Mr. Fort. Respondent denies that the services rendered had no value.

84. Respondent denies allegations in paragraph 84. Respondent also denies the characterization in paragraphs 84(a) and (b) that the services rendered had no value or that the fee was entirely unearned.

#### **COUNT VII**

*(Failure to Refund Unearned Fee, Conduct Involving Dishonesty, Fraud, Deceit, or Misrepresentation – Alaska)*

85. On or about March 6, 2020, Kris Kile was charged in Alaska state court with manslaughter, negligent homicide, and controlled substance violations. On or about December 22, 2022, Ms. Kile and Respondent agreed that Respondent would represent her for \$25,000, limited to dispositive motions and related appearances, excluding trial.

**ANSWER:** Admitted.

86. On or about January 25, 2023, Ms. Kile made a partial payment of \$15,000.

**ANSWER:** Admitted.

87. As of February 6, 2023, Respondent was not admitted to practice in Alaska and had not submitted a pro hac vice application.

**ANSWER:** Admitted.

88. On February 6, 2023, Respondent told Ms. Kile by text that he had submitted a pro hac vice application in Alaska state court.

**ANSWER:** Admitted.

89. Respondent's February 6, 2023 statement was false because he had not sought permission to appear pro hac vice.

**ANSWER:** Denied. Respondent denies that his statement was a deliberate misrepresentation, and states that he had taken steps to initiate the pro hac vice process.

90. Respondent knew his statement was false when he made it because he had not submitted the application and had not instructed anyone to do so.

**ANSWER:** Denied. Respondent denies that he knew the statement was false when he made it.

91. As of February 16, 2023, Respondent still had not been admitted to practice in Alaska and still had not submitted a pro hac vice application.

**ANSWER:** Admitted.

92. On February 16, 2023, Respondent told Ms. Kile by text that his application for an out-of-state appearance was in process.

**ANSWER:** Admitted.

93. Respondent's February 16, 2023 statement was false because he had not filed an application.

**ANSWER:** Denied. Respondent denies that his statement was a knowing misrepresentation.

94. Respondent knew his statement was false at the time he made it.

**ANSWER:** Denied. Respondent denies that he knew the statement was false when he made it.

95. On March 6, 2023, Respondent told Ms. Kile by text that a motion to dismiss was "outlined" and "ready to file within two to three days."

**ANSWER:** Admitted.

96. Respondent's March 6, 2023 statement that the motion was "outlined" and "ready to file within two to three days" was false because Respondent had neither outlined nor drafted a motion to dismiss.

**ANSWER:** Denied. Respondent denies that his statement was false, and states that legal research, analysis, and preliminary work had been performed in connection with the motion to dismiss.

97. Respondent knew his statement was false when he made it.

**ANSWER:** Denied. Respondent denies that he knew the statement was false when he made it.

98. On April 18, 2023, Ms. Kile informed Respondent she could not pay the remaining \$10,000 and requested a refund of the \$15,000 paid. Respondent refused and stated he had earned the fee by reviewing the case, looking at motions, conducting research, and outlining the motion to dismiss.

**ANSWER:** Respondent admits this exchange occurred substantially as alleged. Respondent states that case review, legal research, analysis of potential grounds for dismissal, and preliminary motion work were performed.

99. Respondent did not file any dispositive motions, draft any motions, outlines, or memoranda, and did not appear in court on Ms. Kile's behalf.

**ANSWER:** Admitted that Respondent did not file any dispositive motions or appear in court. Respondent denies that he prepared no materials and performed no cognizable legal work on Ms. Kile's behalf.

100. As of May 19, 2026, Respondent had not refunded any portion of the fee. The value of services provided did not warrant retention of the \$15,000.

**ANSWER:** Denied. Respondent performed substantial legal work on Ms. Kile's behalf.

101. Respondent denies the allegations of paragraph 101 and each subpart thereof.

## **COUNT VIII**

*(Lack of Diligence, Lack of Competence – District of Nevada)*

102. On July 17, 2017, Robert Rand pled guilty to involuntary manslaughter and distribution of a controlled substance in the District of Nevada, docket number 16-CR-00029. He was sentenced to 120 months on November 20, 2017 and judgment was entered November 21, 2017.

**ANSWER:** Admitted.

103. On or about December 27, 2022, Respondent and Mr. Rand agreed Respondent would represent Mr. Rand in a post-conviction motion to vacate, set aside, or correct his sentence for a fee of \$15,000. Mr. Rand's sister paid the fee on his behalf on or about that date.

**ANSWER:** Admitted.

104. On June 27, 2023, Respondent or someone at his direction prepared a court-template post-conviction motion on a pro se form, placed the signature "Robert Rand" on the signature line, stated it was executed "at Chicago" on June 27, 2023, and submitted it under a declaration under penalty of perjury. The space for an attorney's signature was left blank.

**ANSWER:** Respondent admits that a post-conviction motion was prepared and submitted on Mr. Rand's behalf substantially as alleged. Respondent states that Mr. Rand was aware of, authorized, and consented to the filing.

105. On June 27, 2023, the motion was mailed to the Clerk of the District of Nevada and filed June 28, 2023. Judge Du ordered the government to respond within 60 days. On August 28, 2023, the government filed its response.

**ANSWER:** Admitted.

106. On September 28, 2023, Respondent emailed Mr. Rand's sister a proposed reply brief bearing Respondent's name and attorney number, with typed

signatures including "Beau B. Brindley, Attorney for Defendant Robert Rand."  
Respondent did not file the reply brief.

**ANSWER:** Admitted.

107. As of December 7, 2023, Respondent had not filed the reply brief, and on that date Judge Du denied Mr. Rand's post-conviction motion.

**ANSWER:** Admitted.

108. Respondent denies the violations alleged in paragraphs 108(a) and (b): Respondent denies the violation alleged in paragraph 108(c). The \$15,000 fee was not unearned within the meaning of Rule 1.16(d); Respondent performed substantial legal work on Mr. Rand's behalf, including preparing and filing the post-conviction motion and preparing the proposed reply brief.

## **COUNT IX**

*(Lack of Diligence, Failure to Refund Unearned Fee, Entering into an Agreement with a Client Purporting to Limit a Client's Right to Pursue a Complaint Before the Illinois Attorney Registration and Disciplinary Commission)*

109. On or about September 16, 2022, Respondent and Greg Walker agreed that Respondent would represent Mr. Walker in matters involving both real property transfer and criminal issues for a fee of \$100,000. Mr. Walker paid \$50,000 on September 16, 2022 and \$50,000 on October 16, 2022. On or about October 16, 2022, Respondent told Mr. Walker he would deliver deeds to the subject properties by the end of December 2022.

**ANSWER:** Admitted.

110. A series of text exchanges in January 2023 in which Respondent assured Mr. Walker documents were forthcoming but then cancelled or failed to appear for scheduled meetings on January 9 and 21, 2023.

**ANSWER:** Admitted.

111. On January 21, 2023, Respondent texted Mr. Walker that he would not meet with him "because I dont want to come all tje [sic] way downtown just to hand you a folder and talk for 10 min."

**ANSWER:** Admitted.

112. On February 1, 2023 and May 18, 2023, Mr. Walker demanded return of the \$100,000 fee. Respondent responded to the May 18, 2023 demand by texting "calm down. Its going to work out."

**ANSWER:** Admitted.

113. On November 2, 2023, Mr. Walker demanded return of the \$100,000 fee within 24 hours. Respondent replied: "Im not just any lawyer. Im one of best criminal lawyers in the country. It's a long slog. But its close."

**ANSWER:** Admitted.

114. As of December 26, 2023, Respondent had not delivered any deeds or refunded the fee. Mr. Walker submitted a request for investigation to the ARDC.

**ANSWER:** Admitted.

115. On January 2, 2024, Respondent texted Mr. Walker: "Greg, I just got your ARDC complaint today. . . . I don't want to respond to ARDC and have a conflict with you. We can get this worked out."

**ANSWER:** Admitted.

116. On January 7, 2025, Respondent and Mr. Walker met in person.

**ANSWER:** Admitted.

117. On January 16, 2025, Respondent provided a draft written agreement to Mr. Walker pursuant to which, in exchange for Mr. Walker's agreement to request withdrawal of the ARDC investigation, Respondent would complete the agreed work by March 15, 2025.

**ANSWER:** Admitted.

118. Under the agreement, Mr. Walker agreed to advise the ARDC he withdrew all complaints; Respondent agreed to provide clear title to five properties by March 15, 2025; the agreement provided for an \$80,000 check dated March 15, 2025 and a \$5,000 check dated January 18, 2025.

**ANSWER:** Admitted.

119. On March 10, 2025, Respondent emailed Mr. Walker: "[p]lease call ARDC to report we have a deal to resolve the complaint and that you do not wish to proceed."

**ANSWER:** Admitted.

120. On March 19, 2025, Respondent emailed Walker that neither party had fully complied with the January 16, 2025 agreement, and that Walker must advise the ARDC he did not wish to proceed before cashing any check.

**ANSWER:** Admitted.

121. On April 1, 2025, Mr. Walker presented the \$80,000 check for payment, but it was returned because Respondent had stopped payment on it.

**ANSWER:** Admitted.

122. With respect to paragraph 122(a), Respondent denies that his conduct in the Walker representation violated Rule 1.3. With respect to paragraph 122(b), Respondent denies that the \$100,000 fee was unearned within the meaning of Rule 1.16(d). With respect to paragraph 122(a), Respondent denies that the January 16, 2025 agreement violated Rule 8.4(h).

### **AFFIRMATIVE DEFENSES**

Respondent asserts the following affirmative defenses to the Complaint, without prejudice to the specific denials set forth above, and reserves the right to assert additional defenses as warranted by the evidence developed at hearing:

#### **FIRST AFFIRMATIVE DEFENSE**

Respondent's strategic decisions in the Burris trial, including the decision not to call Mr. Avendano as a witness and not to seek a writ of habeas corpus, were the product of professional judgment made under difficult and complex circumstances, not failures of competence or diligence. The exercise of professional discretion in

making legitimate strategic choices in a criminal trial does not constitute professional misconduct.

### **SECOND AFFIRMATIVE DEFENSE**

No concurrent conflict of interest within the meaning of Rule 1.7(a)(1) existed requiring disclosure or waiver. The government's unproven allegations that both Mr. Burris and Mr. Avendano participated in the same narcotics transaction did not render their interests directly adverse. Each client sought acquittal or the best possible outcome in his own case. These interests that were parallel, not opposed.

### **THIRD AFFIRMATIVE DEFENSE**

Respondent is under no duty to call Mr. Avendano as a witness if the evidence suggested that he was being dishonest about the meeting.

### **FOURTH AFFIRMATIVE DEFENSE**

Judge Sippel, who presided over Mr. Burris's trial and heard the post-conviction petition premised on the alleged conflict, denied that petition on August 12, 2025. The absence of any prejudice to Mr. Burris defeats the allegations that any conflict, if proven, resulted in actionable misconduct warranting discipline.

### **FIFTH AFFIRMATIVE DEFENSE**

To the extent the Administrator alleges that Respondent failed to refund “unearned” fees, Respondent asserts that the fees he retained were earned through legal services actually rendered. Legal representation encompasses not only the filing of documents and court appearances, but also case analysis, legal research, strategic consultation, and the professional judgment applied to each client's matter. The value

of those services, and the extent to which they were compensated by fees received, is a factual question to be resolved at hearing.

#### **SIXTH AFFIRMATIVE DEFENSE**

To the extent any statements Respondent made to clients or their families regarding the status of their matters are alleged to constitute dishonesty or misrepresentation in violation of Rule 8.4(c), Respondent states that such statements were made in good faith, based on his honest understanding of the status of the work at the time. Respondent submits that statements made under an honest, good-faith belief, even if that belief later proves inaccurate, do not constitute the dishonesty, fraud, deceit, or misrepresentation described in Rule 8.4(c).

#### **SEVENTH AFFIRMATIVE DEFENSE**

The January 16, 2025 agreement between Respondent and Mr. Walker was a negotiated, arm's-length settlement of a pre-existing fee dispute, supported by consideration flowing to Mr. Walker, including two checks totaling \$85,000 and the promise to complete the outstanding property work. Respondent contends that this voluntary, consideration-supported settlement is distinguishable from the agreements Rule 8.4(h) is intended to address, and that the rule should not be construed to prohibit parties from including, as a negotiated term of a bona fide settlement, an agreement to withdraw a pending regulatory complaint. Respondent denies that the agreement violated Rule 8.4(h).

### **EIGHTH AFFIRMATIVE DEFENSE**

The post-conviction motion filed on behalf of Robert Rand was prepared and submitted with Mr. Rand's knowledge, authorization, and consent. The accuracy of the information contained in the motion reflects Mr. Rand's own contentions, as authorized by Mr. Rand for purposes of advancing his post-conviction claims.

### **NINTH AFFIRMATIVE DEFENSE**

In relation to the Rand matter, there is no duty to file a reply brief if, based on Respondents professional judgment, the filing of such would be in bad faith, futile, or contrary to strategic interests.

### **TENTH AFFIRMATIVE DEFENSE**

To the extent the Administrator establishes any rule violations at hearing, Respondent respectfully requests that the Hearing Board consider all mitigating factors, including: Respondent's long history of successful advocacy on behalf of criminal defendants, many of whom faced severe federal sentences and lacked the resources to retain other competent counsel; the complexity and volume of Respondent's practice; his acknowledgment of failures in certain client matters and his demonstrated remorse; his commitment to remedying outstanding obligations to the extent possible; and the absence of prior discipline.

WHEREFORE, Respondent Beau Brian Brindley respectfully requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel enter findings of fact and conclusions of law and issue a recommendation that the Complaint be dismissed in its entirety, or in the alternative,

that any discipline imposed be no greater than the minimum warranted by the facts actually established at hearing.

Respectfully Submitted,

/s/ Vadim A. Glozman  
*Attorney for Beau Brian Brindley*

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## PROOF OF SERVICE

The undersigned certifies that on June 21, 2026, a copy of the foregoing Answer to Complaint was served upon counsel for the Administrator, Kay Boychuk, via electronic mail at kboychuk@iardc.org and 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/ Vadim A. Glozman  
*Attorney for Beau Brian Brindley*

FILED  
6/22/2026 8:26 AM  
ARDC Clerk