

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

FILED
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 ARDC Clerk

In the Matter of:

RYNE JOSEPH VITUG,
 Attorney-Respondent,
 No. 6325923.

Commission No. 2025PR00076

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorneys, Jonathan M. Wier and Melissa Katt, pursuant to Supreme Court Rule 753(b), complains of Respondent Ryne Joseph Vitug, who was licensed to practice law in Illinois on May 4, 2017, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

COUNT I
*(Dishonesty: Fraud and Theft from Individuals in the
 Purported Sale of Travel Packages and Tickets)*

A. *Introduction*

1. Respondent was employed as an attorney by the Zurich North America insurance company (“Zurich”) from January 2023 until December 2024. Respondent worked on procurement in Zurich’s corporate law department primarily reviewing and providing legal advice on contracts.

2. Beginning in November 2022 or earlier through at least November 2024, Respondent communicated with hundreds of individuals by email and text messages offering to secure travel packages, concert tickets, event tickets, and flight passes at discounted prices for them. As discussed more specifically below, Respondent accepted at least \$1.5 million in funds

from individuals based on claims that he would obtain specific travel packages and tickets for those individuals and then failed to provide the items or issue a refund.

3. Beginning in November 2022 or earlier through at least November 2024, Respondent used email and text messaging to provide individuals with quotes for discounted prices on travel packages and tickets that Respondent purported he would obtain for them once they sent him money.

4. Respondent's statements that that he would obtain discounted travel packages and tickets for the individuals with the money they sent to him was false, because after accepting payment, Respondent did not use the funds they paid him to purchase the travel package or tickets that he offered to them, and instead used the money for his own personal purposes and to satisfy prior obligations.

5. Respondent knew his statements to the individuals about using their funds to purchase discounted travel packages and event tickets for the individuals who gave him money was false, because Respondent knew at the time he made the statements that he had no means of obtaining access to the travel packages and tickets at the prices he quoted, and he knew that he would use their money to satisfy prior obligations and for his own personal use. Respondent also knew that he would need to secure additional funds from others in the future and use others' money to provide the discounted travel and tickets that he offered.

6. Throughout 2024, Respondent also offered by email and text message to provide "flight vouchers" that individuals purportedly could use for unlimited airline flights for a specific period of time after sending Respondent funds for the flight voucher and after purchasing an initial flight from Respondent.

7. Respondent's statement that he would provide unlimited flights to individuals who purchased flight vouchers was false, because Respondent did not have access to any type of flight vouchers with unlimited flights, and he knew the purported flight vouchers did not exist.

8. Respondent knew that his statements concerning the flight vouchers were false, because Respondent knew when he made the statements that he had no means of providing, nor did he intend to provide, unlimited airline flights. Respondent knew at the time that he made the statements concerning the flight vouchers that he would not use funds he accepted to provide the purported unlimited flights. Instead, Respondent knew that he would use those funds to purchase travel that he had previously offered to other individuals, to provide refunds to individuals who were requesting refunds for travel and tickets Respondent did not secure, to gamble, or to purchase travel for himself.

9. Respondent used a word-of-mouth referral basis to find additional individuals to whom he could offer discounted travel packages and tickets. Respondent secured travel arrangements or tickets for some individuals and requested that they refer others to him to purchase travel and tickets at a discounted price. As an incentive to refer friends and family members to make purchases from him, Respondent told individuals that he would provide them with additional perks, including future discounted or free travel and upgraded amenities.

10. Respondent's statements that he would provide additional perks to individuals who referred friends and family members to him to purchase travel packages and event tickets were false, because Respondent did not have access to or means for providing the additional benefits to the individuals who made referrals.

11. Respondent knew that his statements that he would provide additional perks to individuals who referred friends and family to him were false because Respondent knew that he had no means of obtaining the perks or benefits at the time he made the statements.

12. Respondent told the individuals that the discounted price he was offering would expire within a short, specified timeframe to create a false sense of urgency.

13. Respondent also told the individuals that their payments were “refundable” or “fully refundable” to induce the individuals into sending him funds.

14. Respondent’s claims that the payments were refundable were false because Respondent did not provide refunds to individuals who requested them, nor did he provide refunds to individuals that he did not provide the items for which they had paid him.

15. Respondent knew that his statements that the payments were refundable were false, because Respondent knew at the time that he made the statement that he would use the funds for his own personal purposes and not for the purchase of refundable travel or tickets.

16. Respondent either directly stated or implied that he had a “travel host” with whom he worked to make the transactions appear legitimate. Respondent told individuals the “travel host” allowed him to share discounted prices with friends and family. Respondent told individuals that his “travel host” immediately charged him to secure the deal in order to appear as though Respondent was not personally holding their funds. When an individual requested confirmation or other information after Respondent accepted funds, Respondent stated he was waiting to hear from the “travel host” as an excuse for not sending the information. When an individual did not send Respondent funds before the purported deal expired, Respondent told the individual he would check with his “travel host” to see if he could extend the timeframe. Respondent offered new deals

or upgrades that his “travel host” purportedly had found when an individual declined a package offered by the Respondent.

17. Respondent’s claims that he worked with a “travel host” were false, because Respondent did not work with a “travel host.”

18. Respondent knew that his statements related to working with a “travel host” were false, because Respondent knew when he made the statements that he did not work with a “travel host.”

19. When individuals questioned the legitimacy of the transactions, Respondent told them that he was a lawyer in an attempt to show his credibility and reliability. On several occasions, Respondent provided his ARDC attorney registration number to the individuals, stated that he worked for Zurich, and stated that he would not risk his law license for a scam.

20. Respondent told individuals that he did not receive any benefits – financial or otherwise – related to the transactions, except that he occasionally received free event tickets.

21. Respondent’s statements that he did not receive any personal benefit related to the transactions were false, because Respondent used funds paid to him for the purpose of obtaining travel and tickets for his own personal expenses.

22. Respondent knew that his statements that he did not receive any personal benefit for the transactions were false, because Respondent knew that he had used funds from others to gamble and to purchase travel and tickets for himself and others instead of purchasing the purported deals that he had offered them.

23. Respondent accepted funds from individuals in payment for purported travel packages, event tickets, or flight vouchers using Zelle, CashApp, ApplePay, Venmo, and wire transfers to his personal bank accounts at Citibank and Bank of America. When Respondent was

unable to use these accounts because he had reached his transaction limit or they were flagged for fraudulent activity, Respondent instead accepted funds through financial accounts of his family members, including his grandmother.

24. When individuals requested Respondent provide a refund, Respondent told individuals that he would provide a full refund.

25. Respondent's statements that he would provide full refunds were false, because when Respondent made the statements he knew that he had already spent the funds he would purportedly refund on personal expenses and other obligations, that he owed refunds and or travel packages to hundreds of individuals, and that did not have access to sufficient funds to purchase the travel he had offered and make all of the refunds without continuing to sell fake travel deals to others. Respondent provided refunds to a few individuals, but only after they threatened to report him to the police or the Commission if he failed to return their money.

26. Respondent knew his claims that he would provide refunds were false, because Respondent knew when he made the statements that he did not have sufficient funds to provide the refunds.

27. After telling individuals he would provide a refund, Respondent ignored further communications from the individual.

28. On some occasions, Respondent requested to set up payment plans with individuals who requested refunds, but then he failed to follow through with the established payment plan and ignored future communications about the payment.

29. On October 3, 2024, Respondent, through counsel, sent letters to individuals from whom he had taken money and not provided the travel package, tickets or refunds. The letters stated Respondent was evaluating his "legal options relative to his debtors." Both individually and

through counsel, Respondent subsequently communicated by email to multiple individuals that they could expect to be repaid in full by the end of November 2024.

30. Respondent continued to accept money for the purported purpose of securing travel deals, tickets, and flight vouchers after October 3, 2024.

31. Respondent's statements that he would repay individuals in full by the end of November 2024 were false, because Respondent had spent the funds on personal expenses and other obligations and he did not have sufficient funds to make all of the refunds he promised to make.

32. Respondent knew that the statements concerning repayment were false, because Respondent knew when he made the statement that he owed over \$1.5 million to various individuals and that he had no means of obtaining additional funds other than continuing to accept money from others for tickets and events that he would use to repay past debtors.

33. On August 26, 2025, Respondent, through counsel, filed a Voluntary Petition for Chapter 11 Bankruptcy in the United States Bankruptcy Court for the Northern District of Illinois related to his travel and ticket sales, in which Respondent purportedly seeks to reorganize and liquidate according to a plan. The bankruptcy petition listed 263 potential creditors. On September 24, 2025, Respondent filed a summary of his assets and liabilities in which he identified the value of his assets at \$18,852.70 and his liabilities at \$1,856,279.02, with a monthly income of \$0.

34. Some of the individuals to whom Respondent promised ticket and travel sales filed complaints with the Commission upon learning that Respondent was a licensed Illinois attorney. Their claims are described in the remainder of Count I of this complaint.

B. *\$6,000 from A.Ph.*

35. In November 2022, Respondent offered to sell an individual with the initials A.Ph. living in Henderson, Nevada, tickets to the Formula One Las Vegas event scheduled on November 16, 2023 for \$375 per ticket. On or around November 8, 2022, Respondent accepted \$6,000 via Zelle from A.Ph. for sixteen Formula One Las Vegas tickets.

36. Despite accepting \$6,000 from A.Ph. for the purported purpose of securing Formula One Las Vegas tickets for A.Ph., Respondent did not use the funds to purchase the tickets. Respondent instead used the funds for his own personal expenses.

37. After Respondent did not provide A.Ph. with tickets to the November 2023 Formula One, Respondent told A.Ph. that he would refund A.Ph. the \$6,000. Respondent did not provide A.Ph. with a refund but rather kept and spent the \$6,000 that A.Ph. paid to him.

C. *\$19,989.76 from J.G.*

38. In August 2023, Respondent began communicating with an individual with the initials J.G. living in Illinois. Over the course of their communications, from August through December 2023, Respondent offered J.G. Southwest airline vouchers at \$100 each and \$120 each. Respondent also offered to sell J.G. two international flight tickets in premium economy class for \$400, two domestic flight tickets for \$145, four tickets to the Taylor Swift concert scheduled on November 2, 2024 for \$900, a Universal Studios travel package for six people for \$3,254, and a Disney World travel package for twelve people for \$4,200. Respondent told J.G. that all of the tickets, travel arrangements and travel packages were fully refundable before J.G. transferred funds to Respondent.

39. J.G. sent Respondent \$900 for nine Southwest airline vouchers at \$100 and \$840 for seven Southwest airline vouchers at \$120. J.G. also sent Respondent \$400 for the purpose of

securing the international flight tickets, \$145 for the domestic flight tickets, \$900 for the Taylor Swift concert tickets, \$3,254 for the Universal Studios package, and \$4,200 for the Disney World package.

40. Despite accepting money from J.G. for the purpose of securing the travel vouchers, travel packages, and airline and concert tickets, Respondent never provided any of these items to J.G. Instead, Respondent used the funds for his own personal expenses.

41. Respondent did not refund J.G. for the items that he failed to provide, despite telling J.G. that he would do so.

42. Respondent additionally offered to sell J.G. a Disney Cruise package with extra amenities for six people for \$7,350. J.G. sent \$7,350 to Respondent for the Disney Cruise. Respondent provided J.G. with the cruise but failed to provide the additional amenities. Respondent did not refund or otherwise reimburse J.G. for the amenities she did not receive.

43. Respondent offered J.G. a Paris Olympics travel package that included flights to Paris in premium economy class, hotel accommodations, and Olympics event tickets for \$2,000. J.G. sent Respondent \$2,000 to secure the Paris Olympics travel package. Respondent provided J.G. with flights in basic economy class, failed to provide hotel accommodations for the final night in Paris, and did not provide J.G. with tickets to any Olympics events. Respondent did not refund any money to J.G. for the items that she did not receive.

44. Respondent kept and spent \$19,989.76 for which J.G. paid him to secure travel arrangements and tickets that Respondent did not provide.

D. *\$4,500 from A.G.*

45. In January 2024, Respondent offered to sell an individual with the initials A.G. living in Illinois various travel vouchers, international travel packages, and Disney travel packages. Respondent told A.G. that all of the purchases were fully refundable.

46. In or around January 2024, Respondent accepted over \$16,000 from A.G. for the purported purpose of securing various travel packages and vouchers that Respondent offered to sell her. Respondent did not use any of the funds A.G. sent him to purchase travel he offered to A.G. and instead used the money for his own personal expenses.

47. Two days after sending Respondent funds to purchase the travel arrangements, A.G. requested a refund pursuant to Respondent's statement that the purchases were fully refundable. Respondent did not provide A.G. with a full refund upon her request. Instead, over the course of approximately eight months, Respondent provided A.G. with a series of partial refunds in small increments, but only after A.G. repeatedly requested refunds from him.

48. Respondent stopped making partial refunds to A.G. around September 2024 and has not refunded \$4,500 of the funds paid to Respondent by A.G.

E. *\$3,000 from K.K.'s Friend Group*

49. In February 2024, Respondent offered to sell a travel package to the October 20, 2024 Taylor Swift concert in Miami, including flights, hotel accommodations and concert tickets to an individual with the initials K.K. living in Morrison, Colorado, and her friends ("K.K.'s friend group"). Respondent stated that the package would cost \$4,000 total for four people. Prior to K.K.'s friend group sending Respondent funds for the purpose of securing the travel package and tickets, Respondent told them that they would receive the hotel and flight confirmations 60 days in advance and the concert tickets fourteen days in advance, and that the package was refundable. Respondent also stated, "Once I submit, ticketing host will input everything. He will then ask for

a final go/no go. And if it's a go, he will charge my account." Respondent also told K.K.'s friend group that he had submitted the itinerary to his "host" who would secure the reservation and charge Respondent's account.

50. On February 8 and February 9, 2024, K.K.'s friend group sent \$4,000 total to Respondent for the purpose of securing the flights, hotel accommodations and concert tickets for the Taylor Swift Miami concert.

51. Despite accepting the \$4,000 from K.K.'s friend group, Respondent never provided them with flights, hotel accommodations, or concert tickets. Rather than purchasing the travel arrangements and concert tickets for K.K.'s friend group, Respondent used the \$4,000 for his own personal expenses.

52. On October 19, 2024, Respondent stated in an email to K.K.'s friend group, "I will obviously be refunding you for everything." Respondent further offered them "replacement tickets" to Taylor Swift's upcoming concert in Vancouver.

53. Later in October 2024, after K.K.'s friend group repeatedly requested that Respondent provide a refund and then threatened legal action, K.K.'s friend group received a refund totaling \$1,000 (\$450 from Respondent and \$550 from Respondent's grandmother). On October 28, 2024, an attorney for Respondent told K.K. and her friends that Respondent would refund the remaining \$3,000 by the end of November 2024. Respondent did not refund the \$3,000 balance and instead kept the money.

F. \$12,000 from K.G.'s Family Members

54. In February 2024, Respondent began communicating with an individual with the initials K.G., who had been referred to Respondent by her cousin. Respondent told K.G. that he could provide her with a fully refundable travel package to Scotland in August 2024 for \$3,900. K.G. told Respondent she was going to Scotland for her honeymoon.

55. In early March 2024, Respondent accepted \$3,900 from K.G. for the purpose of purchasing the Scotland travel package that Respondent had offered. Respondent did not use the funds K.G. sent to him to secure the Scotland travel package for K.G. and instead used the funds for his own personal expenses.

56. In July and August 2024, K.G. repeatedly contacted Respondent requesting information, including itineraries and confirmation numbers, regarding the purported Scotland travel package. Despite Respondent repeatedly telling K.G. that he had and would provide her with the requested information, Respondent never provided K.G. with information about her travel. Respondent did not provide this information because he did not purchase or attempt to purchase the travel arrangements for which K.G. paid him.

57. After Respondent repeatedly failed to provide the travel information, itinerary, and confirmation numbers, K.G. requested a refund on August 11, 2024 – the day before she was supposed to leave for her honeymoon trip to Scotland. Respondent only provided K.G. with the requested refund after she threatened to report him to the authorities.

58. Respondent additionally offered to sell a trip to Europe to K.G.'s father for approximately \$10,000 in March 2024. Respondent told K.G.'s father that the trip was fully refundable before K.G.'s father wired Respondent funds for the purpose of securing the trip. Respondent did not provide K.G.'s father with the trip, nor did he provide him with a refund. Instead, Respondent used the \$10,000 by K.G.'s father sent to him for Respondent's own personal expenses.

59. Respondent also accepted \$2,000 from K.G.'s brother for travel arrangements that were purportedly fully refundable, and he did not provide K.G.'s brother with the travel or a refund. Instead, Respondent kept and used the funds for his own personal expenses.

G. *\$5,590 from T.L. and S.L.*

60. In February and March 2024, Respondent communicated with individuals with the initials T.L. and S.L. and offered to sell them travel packages to Florida and Disney World. Respondent told T.L. and S.L. that their purchases were fully refundable before T.L. and S.L. sent funds to Respondent to secure the travel. Respondent also told T.L. and S.L. that he was a lawyer.

61. T.L. and S.L. sent Respondent \$5,590 to purchase the purported travel arrangements that Respondent had offered them. Respondent did not use the money T.L. and S.L. sent him for the purpose of purchasing travel to Florida and a Disney World travel package to purchase the travel arrangements. Respondent instead used the money for his own personal expenses.

62. Instead of providing T.L. and S.L. with itineraries or confirmation numbers when they requested them, Respondent directed T.L. and S.L. to “initiate the refund process.” However, Respondent did not provide T.L. and S.L. with a refund when they requested it and kept the \$5,590 that T.L. and S.L. paid him.

H. *\$700 from M.L.*

63. In March 2024, Respondent told an individual with the initials M.L. living in Portland, Oregon, that he could provide her with a ten-day travel package to Morocco, including airfare and hotel accommodations, for \$700. Respondent told M.L. that any payments she made to him for the travel package were fully refundable.

64. M.L. sent \$700 to Respondent on March 14, 2024 for the purpose of purchasing a Morocco travel package for travel beginning on August 9, 2024. Despite M.L. repeatedly requesting Respondent provide her with confirmation numbers for the flight and hotel, Respondent never provided M.L. information. Respondent did not provide M.L. with the information she

requested because he did not use the money that she sent him to secure any travel for her. Instead, Respondent used the money paid to him by M.L. for personal expenses. As a result, M.L. did not take the trip to Morocco that she had sent funds to Respondent to secure.

65. After failing to provide M.L. with the travel package, Respondent told M.L. that he would provide her with a refund. Respondent purportedly attempted to return M.L.'s funds but was "having issues" with his accounts for several weeks. Only after M.L. threatened Respondent with a lawsuit, did Respondent's father send M.L. a refund via Venmo in September 2024.

I. *\$4,400 from R.G.*

66. On March 16, 2024, a family friend referred an individual with the initials R.G. from Illinois to Respondent for discounted travel. Respondent offered to sell R.G. two upgraded international airline tickets for \$2,900. Respondent accepted \$2,900 via Zelle from R.G. for the purported purpose of purchasing the airline tickets.

67. Respondent also offered to provide R.G. with a five-night Royal Caribbean cruise for six people for \$1,500. R.G. sent Respondent \$1,500 via Zelle for the purpose of securing the cruise.

68. Respondent did not provide R.G. with the travel that he offered to provide and instead used the \$4,400 that R.G. sent for his own personal expenses.

J. *\$2,200 from Z.B.*

69. In early March 2024, Respondent communicated with an individual with the initials Z.B. Respondent told Z.B. that Respondent could secure a six-day Disney travel package for him, including airfare, hotel accommodations for five nights, and an upgraded dining package for \$2,200. Respondent told Z.B. that "packages are refundable", that Z.B. needed to send him the

funds that day to secure the deal, and that Respondent's "travel host" would charge the Respondent immediately to secure the package.

70. On March 5, 2024, Z.B. sent Respondent \$2,200 via his mother's Zelle account for the purpose of purchasing the Disney travel package that Respondent offered him.

71. On March 6, 2024, Respondent proactively contacted Z.B. and told Z.B. that if he found two people to purchase the same Disney package Z.B. purchased, Respondent's "travel host" would provide Z.B. with a free Disney package or a cruise.

72. Respondent did not use the \$2,200 that he accepted from Z.B.'s mother to secure the Disney travel package. Instead, Respondent used the money for his own personal expenses. Respondent did not provide Z.B. with the Disney travel package that Z.B. purchased, nor did Respondent refund the \$2,200.

K. *\$2,600 from E.J.*

73. In early March 2024, Respondent communicated with an individual with the initials E.J. living in Illinois. E.J. was referred to Respondent by a friend for whom Respondent had secured a travel package. Respondent offered to sell E.J. a refundable travel package for a trip E.J. planned to take in early May 2024. Respondent offered E.J. a cruise in a room with an ocean view balcony and airfare to Orlando, Florida, for \$1,000. Respondent told E.J. that the room had a "guaranteed balcony", that there were a limited number of "vouchers" available, and that his "travel host" would purchase and finalize the package. On March 5, 2024, Respondent accepted \$1,000 from E.J. for the purpose of Respondent purportedly securing the cruise and airfare Respondent had offered. That same day, Respondent offered to "help [E.J.] go to Disney" before the cruise and told E.J. that he could provide him with "Park Hopper" passes and hotel

accommodations for two nights for an additional \$563. On March 5, 2024, Respondent accepted an additional \$563 from E.J. via Zelle for the Disney passes and hotel accommodations.

74. When E.J. raised concerns about the legitimacy of Respondent's offer, Respondent told E.J. that he was an attorney and that he would not put his law license in jeopardy.

75. Respondent did not use the \$1,563 that E.J. sent to him to purchase E.J.'s travel and instead used the money for his own personal expenses. Despite not having secured the travel arrangements, Respondent told E.J. that he had "submitted" and his "travel host" had "finalized" the trip.

76. In March and April 2024, Respondent on at least six occasions told E.J. that he had and would send booking confirmations and itineraries for E.J.'s travel but failed to do so. Respondent did not send E.J. the booking confirmations and itineraries because he had not actually secured the travel for which E.J. had paid him.

77. Instead of providing the confirmation information requested by E.J., on April 15, 2024, Respondent told E.J. about a "Disney cruise offer" for up to four people for \$750 per person that was only available for a few hours. E.J. declined to send Respondent money in response to Respondent's offer. Then on April 23, 2024, Respondent offered E.J. a Disney cruise for two people for \$1,000 or for four people for \$1,700, or a deluxe Disney cruise package for four people for \$2,000 with "freebies", but only if E.J. sent Respondent money by 3pm that day. Respondent falsely told E.J. that his "travel host" was offering E.J. this deal because Respondent had complained. Respondent planned to use the money that E.J. paid him for this cruise to purchase the original cruise and Disney package that E.J. previously paid Respondent to obtain.

78. On April 23, 2024, E.J. sent Respondent \$2,000 via Zelle to secure the additional Disney travel package and cruise Respondent offered, which E.J. planned to take with his children for spring break in March 2025.

79. Also on April 23, 2024, Respondent told E.J. that if E.J. referred friends and family to Respondent for travel, E.J. would “be rewarded with additional free trips” and that if E.J. could find two people to purchase the same package, Respondent would provide E.J. with an upgraded hotel and cruise room for the May 2024 cruise package that E.J. had purchased in March 2024 and other perks, including a trip to Disney Tokyo. Respondent encouraged E.J. to tell his friends that he had paid Respondent and received confirmation numbers so they would feel more comfortable sending Respondent money. When E.J. told Respondent he did not understand how the process worked, Respondent responded, “I work through a travel host. He supplies me the deals and I book through him. He charges my card which is why people have to Zelle me. He sends me the confirmation and I send to you.” Respondent further stated, “I give you my word as an active licensed attorney, I’ll do everything to make sure all trips go smoothly.”

80. On May 1, 2024, Respondent had not provided E.J. with confirmations for his trip which was to begin on May 3, 2024.

81. On May 5, 2024, the day E.J. was supposed to board the cruise that he had paid Respondent for in March, Respondent notified E.J. that despite having repeatedly told him that he would have upgraded rooms at the Disney hotel and on the cruise, a drink package, and internet, E.J. would not get the upgraded rooms and that Respondent would reimburse him for the other amenities after the cruise.

82. From August through December 2024, E.J. repeatedly requested that Respondent provide him with the details about the cruise that Respondent had accepted \$2,000 from E.J. in

April to purportedly secure. On no less than six occasions, Respondent told E.J. that he had information or that he would respond later that day or the next day implying that he had secured travel for E.J. Instead of providing confirmation numbers and information and despite E.J.’s repeated statements that he wished for Respondent to provide the travel package for which E.J. had sent Respondent funds, Respondent told E.J. that he would refund E.J. \$2,000 because that may be “best.” Respondent did this despite knowing that he had spent the \$2,000 that E.J. had sent to him on his own personal expenses and knowing that the travel E.J. purchased was not actually refundable. Respondent did not provide E.J. with the travel or a \$2,000 refund and instead kept the funds.

L. *\$6921.70 from S.C. and S.M.*

83. Prior to April 2024, a family friend of the Respondent with the initials R.B. referred a couple with the initials S.C. and S.M. to Respondent and told them that Respondent could provide them with discounted travel. Prior to April 2024, Respondent accepted \$6,921.70 in funds from S.C. and S.M. after Respondent offered to sell them two round-trip economy flights for \$800, two round-trip first-class flights for \$5,911.70, and two tickets to an Adele concert for \$210.

84. In response to an email communication from S.M. requesting confirmation for round trip flights to Australia that Respondent purportedly had secured for them on April 12, 2024, Respondent told S.M. that his “host” was offering cheap first-class international flights vouchers for \$750, but the discounted price was only available for a “couple of hours.” Respondent told S.M. that the flights could be used for any international travel through December 31, 2025 with no blackout dates. That same day, Respondent accepted \$1,500 from S.M. via Zelle and told S.M. that he was “telling [his] host to process now.” Respondent then told S.M. that “my host said that for every one additional you or someone else buys today, you’d get two domestic vouchers free.”

Respondent did not have access to first class international flights for \$750, nor did he have access to free domestic flight vouchers.

85. In early August 2024, when Respondent failed to deliver a first-class international airline ticket for which S.C. and S.M. had transferred funds and that Respondent had purportedly secured, S.C. and S.M. requested a refund for the items that Respondent had not yet provided. Respondent told S.C. and S.M. that they could expect a refund of \$6,921.70 on August 12, 2024. Respondent falsely told S.C. and S.M. that he was sending funds to them, but did not, and then ignored texts and emails from both S.M. and S.C. until October 22, 2024, when Respondent asked S.C. if he would accept a payment plan. S.C. immediately responded that he would accept a payment plan. Respondent then ignored at least three emails from S.M. until S.M. threatened to contact his lawyer on December 12, 2024, when Respondent emailed S.M. “you are still being paid in full.” However, Respondent has not refunded any of the \$6,921.70 to S.C. and S.M.

M. \$6,438 from G.R.

86. In or around April 2024, Respondent began communicating with an individual with the initials G.R. from American Fork, Utah, about travel deals on cruises and to Disney World that Respondent purportedly could provide. G.R. was referred to Respondent by a friend who had purchased a successful trip from Respondent. Respondent offered to sell G.R. travel packages and told G.R. that all purchases were fully refundable.

87. Respondent accepted \$6,938 from G.R. and his wife for the purpose of purportedly purchasing two separate travel packages: a Disney World travel package and an Icon of the Sea cruise. Respondent requested that G.R. refer others to him for discounted travel. Respondent did not use the funds sent to him by G.R. and his wife to secure the travel packages he had offered them. Instead, Respondent used the money on personal expenses.

88. When Respondent failed to communicate with G.R. about the travel after G.R. sent Respondent funds, G.R. requested a refund for both trips. Respondent told G.R. that he would provide a refund in increments of \$500 per week until G.R. was refunded in full. Respondent refunded \$500 to G.R. and has kept the remaining \$6,438.

N. *\$3,200 from M.Q.*

89. In May 2024, an individual with the initials M.Q. from Illinois was referred to Respondent by a friend who told M.Q. that Respondent could provide discounted travel packages. Respondent offered to sell M.Q. a Disney World travel package for five people that included five-nights hotel accommodations, four-day Disney theme park tickets, and airfare for \$2,200. Respondent told M.Q. that the travel package was refundable, that he obtains travel deals from a “travel host” who lets him share with friends and family, that he does not earn money from the transactions, and that his host charges his account. On May 31, 2024, M.Q. sent Respondent \$2,200 via CashApp for the purpose of securing the purported Disney World travel package Respondent offered her.

90. Respondent then offered M.Q. an “upgrade” to the Disney World travel package for \$500, and Respondent accepted \$500 from M.Q. via CashApp on June 4, 2024.

91. Respondent did not use the funds sent to him from M.Q. for the purpose of purchasing the Disney World travel package and upgrade to purchase any travel for M.Q. and instead used the money for his own personal expenses.

92. Respondent also offered to sell M.Q. a travel package to California and accepted a \$500 deposit from M.Q. Respondent then used the \$500 from M.Q. for personal expenses.

93. When Respondent failed to provide M.Q. with confirmation or reservation numbers for the travel arrangements that Respondent had purportedly secured, M.Q. asked Respondent to

cancel the trips and for a refund. Respondent agreed to provide M.Q. with a \$3,200 refund but did not do so. Despite telling M.Q. that “this week I can send \$500” and responding “I need to send now” when M.Q. sent text messages asking when Respondent would send the refund, Respondent never refunded any funds to M.Q. Respondent kept the \$3,200 M.Q. paid him.

O. *\$2,630 from M.C.*

94. In May and June 2024, an individual with the initials M.C. from Peoria, Illinois, was referred to Respondent by a friend. Respondent offered to sell M.C. a European cruise for \$1,600. Respondent told M.C. that funds she sent to him for the cruise were fully refundable. On May 26, 2024, Respondent accepted \$1,600 from M.C. via Venmo for the purported purpose of purchasing the European cruise Respondent had offered to her.

95. Shortly thereafter, Respondent asked M.C. if she was considering any other future trips and offered to secure for her a Disney World travel package for five people that included airfare, hotel accommodations, and theme park tickets for \$1,000. Respondent told M.C. that the travel was refundable.

96. On June 18, 2024, M.C sent Respondent \$1,000 via Venmo for the purpose of securing the Disney World travel package. M.C. additionally paid a \$30 Venmo fee as part of this transaction.

97. Respondent accepted \$2,600 in funds from M.C. for the purpose of purportedly securing a European cruise and a Disney World package. Respondent used the \$2,600 for personal expenses and did not purchase any of the travel that he offered to M.C.

98. Respondent did not provide M.C. with the travel that Respondent had offered to and accepted funds from M.C. to secure, nor did he provide her with a refund. Respondent, through his attorney, told M.C. that she could expect to receive a partial refund by the end of 2024. When

Respondent did not refund any money to M.C. by the end of 2024, Respondent's attorney told M.C. that she would receive the refund in January 2025. However, Respondent did not provide M.C. with a refund. Respondent kept the \$2,600 paid to him by M.C.

P. *\$12,100 from C.R.*

99. In May 2024, Respondent communicated with an individual with the initials C.R. from Pasadena, California, about travel deals Respondent could offer to C.R. C.R. was referred to Respondent from a friend who had booked discounted travel through Respondent. Respondent offered to sell C.R. a Disney travel package for four people for \$650 that included theme park passes for two days and two-nights hotel accommodations for travel in June 2024. Respondent told C.R. that the travel package was refundable. Respondent told C.R. that he was an attorney and that he would not risk his law license for a scam. Respondent told C.R. that he had a "private VIP travel host in Vegas" that "hooks me up with crazy deals" and that he did not make any money off the trips but may get free sports or concert tickets. On May 16, 2024, C.R. sent Respondent \$650 to secure the Disney travel package for travel from June 9 through June 11, 2024.

100. When C.R. arrived at the hotel in June 2024, the hotel informed her that she had a balance of approximately \$735. Respondent had made a minimal downpayment to generate a confirmation number but the balance of the hotel reservation remained outstanding. C.R. paid the hotel balance out-of-pocket, and Respondent later reimbursed her on or around June 17, 2024.

101. Immediately after C.R.'s Disney trip, Respondent offered C.R. a "deal" on a trip to Hawaii for \$500 per person. Respondent told C.R. that the trip was refundable and that the deal was only available for a limited time. In Respondent's text messages to C.R., he told C.R. that his "travel host" was lowering the price and would throw in some "extra freebies" if C.R. sent Respondent money that same day. Respondent told C.R. that his host would send her on a free

cruise if she found others who sent him money for the “same deal.” On or around June 14, 2024, C.R. sent Respondent a total of \$12,100 for the purpose of securing the Hawaii travel offered by Respondent for her friends and family. Respondent did not use the \$12,100 that he accepted from C.R. to purchase the Hawaii travel and instead used the \$12,000 for his own personal expenses.

102. After Respondent repeatedly failed to provide C.R. with confirmation numbers and information about the Hawaii trip, C.R. requested a refund on September 29, 2024. On or around October 22, 2024, Respondent told C.R. that he would provide her with a refund in November 2024. On November 5, 2024, Respondent told C.R. that she would be refunded in full by November 11, 2024. On November 12, 2024, Respondent told C.R. that she could confirm with his attorney, Donald Cosley, that he had her refund and that Respondent was on his way to drop off the money with his attorney. Respondent’s attorney then told C.R. that she would receive a partial refund by the end of 2024. However, Respondent never provided C.R. with a refund. Respondent kept the \$12,100 that C.R. paid him.

Q. *\$11,115 from M.G.*

103. In May 2024, Respondent communicated with an individual with the initials M.G. from Illinois and offered to sell her discounted travel. Respondent told M.G. that the travel deals he was offering to her were refundable. From May through September 2024, Respondent accepted a total of \$11,115 from M.G. to purportedly purchase multiple travel packages that Respondent had offered M.G.: three six-day five-night Disney resort travel packages for \$8,100 total; 13 Universal Studio packages totaling \$2,780; and airfare for \$235.

104. Despite accepting \$11,115 from M.G. for the purported purpose of securing for M.G. the travel packages described above, Respondent did not use the funds to purchase any travel for M.G. Instead, Respondent used the \$11,115 for his own personal expenses.

105. Respondent did not provide the travel packages to M.G. for which she had sent him \$11,115, nor did he provide her with a refund.

R. *\$2,300 from B.H.*

106. In June 2024, Respondent communicated with an individual with the initials B.H. living in Utah and offered to sell him a five-day Disney World travel package that included airfare, hotel accommodations, and theme park tickets for \$1,000. Respondent told B.H. that the travel package was refundable. Respondent also told B.H. that he was an attorney. On June 18, 2024, Respondent accepted \$1,000 via Venmo from B.H. for the purported purpose of securing the Disney World travel package.

107. Shortly thereafter, Respondent offered B.H. another travel package: a trip for two people to Italy, including airfare, hotel accommodations, and excursions for \$1,300. Respondent told B.H. that the travel package was refundable. On June 19, 2024, B.H. sent Respondent \$1,300 via Venmo for the purpose of securing the Italy travel package.

108. Respondent did not use the \$2,300 that B.H. sent him to purchase travel packages and instead used the money for his own personal expenses.

109. Respondent did not provide B.H. with the travel packages Respondent offered and accepted funds from B.H. to purportedly secure. Despite Respondent telling B.H. that he would provide him with a refund, Respondent did not provide a refund to B.H. and kept the \$2,300.

S. *\$5,998 from K.P.*

110. Also in June 2024, Respondent communicated with an individual with the initials K.P. living in Palatine, Illinois, regarding a travel package to Disney World for her family. Respondent offered to sell K.P. a Disney World travel package for \$4,250 and told her that her payment was refundable. On June 25, 2024, K.P. sent \$4,250 to Respondent for the purpose of

securing reservations for a Disney World trip beginning on December 13, 2024. In September 2024, Respondent made a small deposit through a Disney travel agent to secure a confirmation number for the hotel. After Respondent provided K.P. with confirmation from Disney that she had a hotel reservation due to Respondent's deposit, Respondent then told K.P. that he could extend the length of the trip and upgrade the resort if she sent him an additional \$1,743.26. On September 23, 2024, K.P. sent \$1,743.26 to Respondent for the changes to her Disney World travel.

111. Despite accepting the funds for the purpose of securing the travel package and upgraded hotel accommodations for K.P., Respondent did not purchase the travel that he offered K.P. and instead merely made a small downpayment to secure a confirmation number and provide the appearance of having purchased the travel package. Rather than purchasing the travel arrangements for K.P., Respondent used the remainder of the funds from K.P. for his own personal expenses.

112. Respondent did not provide K.P. with the travel package that Respondent purported he would provide in exchange for the funds she sent him. Respondent did not refund K.P. for the travel package and kept the \$5,998.

T. *Approximately \$10,000 from J.A.*

113. From June through August 2024, Respondent communicated through text message with an individual with the initials J.A. living in Boise, Idaho, about multiple travel deals. Respondent stated that he could provide to J.A. Respondent told J.A. that the travel purchases were fully refundable if canceled 24-hours or more before the event and that a refund would take three to ten days. Respondent repeatedly referred to a "travel host" in his communications with J.A. and told J.A. that he got "deals from a private travel host in Vegas. He lets me share with

family and friends. I don't make any of this." Respondent additionally told J.A. that he was "a corporate counsel for Zurich North America."

114. In June, July, and August 2024, J.A. sent Respondent funds for the purpose of securing various travel itineraries that Respondent offered to him, including airline tickets, flight upgrades for himself and family, a Disney package, a trip for family to Boise, and a trip to Nashville, Tennessee. J.A. sent Respondent \$10,916 for the purpose of purchasing travel itineraries offered by Respondent. Respondent provided J.A. with one trip and one flight in July 2024 (total cost \$1350), but he did not provide J.A. with the other travel that J.A. sent Respondent funds to purchase. Instead of purchasing the travel itineraries with the funds sent to him by J.A., Respondent used \$9,565 of the funds for personal expenses. Respondent told J.A. that he would provide him with a refund but did not do so.

U. At Least \$7,928.57 from A.Pi.

115. In early 2024, Respondent communicated with individuals living in Idaho with the initials A.Pi. and offered to sell them discounted floor seats to a Taylor Swift concert for \$720. Respondent provided A.Pi. with the Taylor Swift concert tickets.

116. In July 2024, Respondent proactively contacted A.Pi. and offered to sell them tickets to an Olivio Rodrigo concert in Salt Lake City, Utah. Respondent also offered them tickets to Disneyland, Disney World, Disney Paris and Hawaii. Respondent told them that the purchases were refundable and told them they needed to send him money right away to secure the deals.

117. In total, Respondent accepted at least \$7,928.57 from A.Pi. for the purpose of purportedly purchasing travel packages and tickets that Respondent did not provide. Respondent did not use the funds paid by A.Pi. to purchase travel packages or tickets for them and instead used the money for his own personal expenses.

118. In September 2024, Respondent told A.Pi. that he would provide them with a refund for the items Respondent did not provide. When Respondent failed to provide the full refund, they eventually set up a payment plan in which Respondent stated he would pay \$1,000 every Friday. Respondent did not comply with the payment plan as agreed and retained at least \$7,928.57 in funds paid to him by A.Pi. for travel and tickets that Respondent did not provide.

V. J.V.

119. In September 2024, Respondent began communicating with an individual with the initials J.V. who had been referred to Respondent by a friend. Respondent offered J.V. two years of flights for \$800, a six-night Royal Caribbean cruise for \$600, and a New Year's trip to Mexico for \$1,320. Respondent told J.V. that his purchases were refundable even though Respondent knew that the purchases were not in fact refundable.

120. In September and October 2024, J.V. sent Respondent \$1,600 for the purpose of purchasing two flight vouchers, \$600 for the purpose of purchasing the Royal Caribbean cruise, and \$1,320 via Respondent's grandmother Yolanda Vitug, to secure the New Year's trip to Mexico. Despite accepting these funds from J.V. for the purpose of purportedly securing the travel that Respondent offered to him, Respondent used the funds for his own personal expenses.

121. By late November 2024, Respondent had not provided J.V. with any information about his travel, despite J.V.'s requests. Because Respondent failed to provide J.V. with information, J.V. requested a refund of the \$4,020 that he had paid to Respondent. Respondent agreed to provide J.V. with a refund.

122. Respondent's grandmother refunded J.V., but only after J.V. threatened to report Respondent to the police and to the Commission.

W. \$500 from G.Z.

123. In October 2024, Respondent communicated with an individual with the initials G.Z. via text message. G.Z. was referred to Respondent by a friend who had sent funds to Respondent for a “flight pass.” Respondent offered to provide G.Z. with a “flight pass” for \$800. The flight pass purportedly allowed G.Z. to fly anywhere in America and the Caribbean at no cost for two years after she purchased her first flight from Respondent. Respondent told G.Z. she could request a refund of the flight pass if she was not satisfied after her first trip. Respondent told G.Z. that if G.Z. referred friends to him who also sent him money for a flight pass, he “may be able to get [G.Z.] a free all-inclusive resort for up to four nights.” Respondent offered the flight pass to G.Z., knowing there was no such “flight pass” and knowing that he did not have access to any free flights to provide to G.Z.

124. In October 2024, G.Z. sent \$500 to Respondent’s grandmother Yolanda Vitug for the “flight pass.” Respondent then told G.Z. that he would “waive the \$300 balance” for the “flight pass” if she and her friends booked an Airbnb in Mexico for \$720 through him. G.Z.’s friend then sent Respondent funds to book the Airbnb in Mexico.

125. In October and November 2024, G.Z. repeatedly requested that Respondent provide her with information about a flight she had requested that Respondent book and the Airbnb in Mexico, but Respondent failed to respond and provide information, despite stating that he would do so. When Respondent did not answer G.Z.’s repeated requests for information and confirmation, G.Z. requested a refund for the flight pass on November 17, 2024.

126. Respondent did not provide G.Z. with any flights pursuant to the flight pass, nor did he provide G.Z. with a refund. Respondent kept the \$500 that G.Z. paid him.

X. \$2,000 from S.F.

127. In October 2024, Respondent communicated with an individual with the initials S.F. from Idaho and offered to sell S.F. a fully refundable travel package to Hawaii, despite knowing that the travel package was not refundable and that he had no means to provide the travel package that he offered.

128. On October 29, 2024, S.F. sent Respondent, via Venmo and PayPal to Respondent's grandmother Yolanda Vitug, \$3,616 for the purpose of purchasing three round-trip, first-class airline tickets and hotel accommodations for five nights in Hawaii over Christmas 2024. Respondent immediately used the \$3,616 that S.F. sent him for his own personal expenses.

129. The next day, on October 30, 2024, S.F. asked Respondent for a refund of the funds that she had sent the day before due to skepticism about the purported travel deal.

130. Respondent did not respond to S.F.'s request for a refund, did not provide S.F. with the travel that he had offered and accepted funds from S.F. to provide, did not refund S.F.'s money, and instead kept the \$3,616 that S.F. sent him via his grandmother.

Y. \$30,000 from J.B.

131. Throughout 2024, Respondent communicated with an individual with the initials J.B. who had been referred to Respondent by a friend. When J.B. expressed skepticism about transacting with Respondent, to gain an appearance of legitimacy Respondent told J.B. that he was an attorney who worked for Zurich, provided J.B. with his Illinois ARDC number, and stated to J.B. that he would not risk his law license. Respondent told J.B. that it would be unethical for him to profit from the trips he was offering.

132. Throughout 2024, Respondent offered J.B. refundable travel including a travel package to New York, Disney vacations, a travel package to the Taylor Swift concert in Toronto,

a trip to Turks and Caicos, an Alaskan Cruise, a European vacation, and travel to other domestic locations.

133. In October 2024, Respondent fraudulently offered J.B. “rebates for trips” if she sent him money the same day as the offer. Respondent told J.B. that his “host” was trying to unload the trips. Respondent knew that this statement was false because there were no such “rebates” available for J.B. Respondent had already obtained a lawyer and sent written notice to numerous other individuals for whom he purportedly planned to refund at the time he offered to J.B. rebates for travel.

134. Over the course of several months in 2024, Respondent accepted over \$30,000 from J.B. for which he told her he would secure travel and rebates that he offered her. Respondent used the funds paid to him by J.B. for his own personal expenses.

135. In November 2024, Respondent told J.B. with less than 48-hours’ notice that he would not be providing her with the Taylor Swift travel package he had offered to and accepted money from J.B. because he “did not receive the tickets through Ticketmaster, as planned.” Respondent had not secured, nor attempted to secure, tickets through Ticketmaster, nor did he have access to tickets at the price he offered to sell them to J.B.

136. As of December 2024, Respondent continued to tell J.B. that he would provide her with some of the travel she had sent him funds to purchase, despite knowing that he had not purchased the trips, that the trips were not refundable, and that he did not have funds with which to purchase the travel for J.B.

Z. At Least \$12,700 from J.C.

137. Throughout 2024, Respondent communicated with an individual with the initials J.C. from Arlington Heights, Illinois, about deals on vacation packages that Respondent

purportedly could offer to J.C. Respondent told J.C. that any funds sent to him for the travel packages were refundable before J.C. transferred funds to Respondent.

138. Respondent accepted \$12,700 from J.C. for the purpose of purchasing vacation packages. Respondent never purchased any of the vacation packages with the funds J.C. sent to him. Instead, Respondent used the money for personal expenses.

139. Respondent did not provide J.C. with any of the travel packages, nor did he refund any money to J.C.

AA. *\$12,000 from R.S. and S.S.*

140. Respondent offered to provide travel deals to a couple with the initials R.S. and S.S. from Henderson, Nevada. Throughout the course of their communications, Respondent accepted a total of approximately \$26,000 from R.S. and S.S. for the purpose of purchasing travel deals. Respondent told R.S. and S.S. that their purchases were fully refundable.

141. Respondent provided R.S. and S.S. with some of the travel for which they sent Respondent funds to purchase, and he then failed to deliver to them other travel that Respondent had offered to provide and for which he had accepted funds. Respondent told R.S. and S.S. that he would refund them the funds that they had paid for travel packages that they did not receive.

142. Respondent initially provided a portion of the refund due to R.S. and S.S. for the travel he failed to provide, but he did not provide a full refund. Respondent kept \$12,000 of funds sent to him by R.S. and S.S. for travel that Respondent did not provide.

BB. *\$6,385 from T.F.*

143. Respondent told an individual with the initials T.F. living in Simi Valley, California, that he could provide a Disney World travel package for T.F.'s family that included six nights hotel accommodations, five three-day park passes and a \$200 Disney gift card for \$5,260.

Respondent also told T.F. that he could provide him with \$3,500 in Delta Airlines gift cards for an additional \$1,125.

144. In March, June, July and August 2024, T.F. sent \$6,385 to Respondent. Despite accepting the funds for the purpose of purchasing the travel and gift cards, Respondent never provided T.F. with any confirmation regarding the travel to Disney World nor did he send T.F. the Delta gift cards.

145. Rather than purchasing the travel arrangements and gift cards for T.F., Respondent used the funds from T.F. to pay for his own personal expenses.

CC. *Additional Instances*

146. In addition to the individuals referred to in sections B through BB, above, Respondent offered the following refundable travel packages and tickets, accepted funds from the individuals for the purpose of purchasing the offered items, failed to provide the items or a refund of the funds paid to him, and kept the funds without authorization:

a. Respondent offered to sell an individual with the initials J.S. a Disney Cruise travel package, a Royal Caribbean cruise, other travel, and Dodgers World Series baseball game tickets totaling at least \$8,424, accepted at least \$8,424 from J.S. for the purported purpose of purchasing the items, and then did not provide them or a refund. When J.S. asked Respondent if the discounted prices were a scam, Respondent told J.S. that he was a lawyer and would not jeopardize his law license.

b. Respondent accepted \$3,800 from an individual with the initials J.M. for the purported purpose of purchasing two trips. Respondent failed to provide the trips and did not refund the money paid to him.

c. Respondent offered to sell and accepted funds from an individual with the initials M.S. to purportedly purchase a travel package for \$1,200 that Respondent did not provide and did not refund. Respondent told M.S. that the trip was fully refundable. Respondent told M.S. that he would provide her with additional free trips if she referred others to him to purchase travel deals. Respondent proactively contacted M.S. and offered her additional “deals” and “special offers.”

d. An individual with the initials N.P. from Highlands Ranch, Colorado, sent Respondent \$1,500 for the purpose of securing travel that Respondent offered him, failed to provide, and did not refund the money paid to him.

e. In April 2024, Respondent accepted funds from an individual with the initials A.M. from West Hills, California, purportedly to secure a trip to Cabo San Lucas that Respondent offered; Respondent did not provide the trip and did not provide a refund.

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

a. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including soliciting money from individuals for the purported purpose of purchasing travel deals and tickets, making false statements to the individuals, including that the sales were fully refundable, only available for a limited time and would be purchased immediately upon the transaction by a “travel host” to induce individuals into sending Respondent funds for the purpose of purchasing offered items, knowingly using the funds for other purposes including his own personal expenses, and not providing the items or refunding or otherwise returning the money, thereby resulting in loss of the funds paid to Respondent, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(False Statements to Zurich Regarding Use of Company Equipment to Sell Travel and Tickets on Company Time, Holding Himself Out as a Zurich Attorney, and the Scope of the Transactions)

148. During the course of Respondent offering to sell travel packages and tickets to individuals, Respondent told individuals that he was an attorney and that he worked for Zurich.

149. On or about June 24, 2024, Respondent told J.A. that he was corporate counsel for Zurich North America during a text message exchange.

150. Respondent also used Zurich systems related to the travel and ticket transactions.

For example:

a. During the workday on January 10, 2024, Respondent emailed an individual from his Zurich Microsoft Outlook email account asking her if she was interested in Disney on Ice tickets.

b. During the workday on October 10, 2024, Respondent corresponded with another Zurich employee using Zurich's Microsoft Teams platform. Respondent offered to sell the employee concert tickets at a discounted price. When Respondent subsequently failed to provide the concert tickets for which the employee had sent Respondent funds to purchase, Respondent and the employee further communicated regarding a refund during the workday on November 5, 2024 using Zurich's Teams platform.

c. From October 26 through October 29, 2024, Respondent received and sent a series of emails related to Respondent's failure to provide tickets that he had received funds to purchase using his Zurich email account.

151. Respondent engaged in travel and ticket transactions during the workday when he was employed by Zurich. For example:

a. Respondent contacted K.G. during the regular business hours on Friday, February 9, 2024, and offered her discounted concert tickets.

b. On Monday, March 4, 2024, Respondent contacted E.J. and offered him a cruise at a discounted price. Respondent and E.J. subsequently engaged in a series of text messages about the details of the proposed travel during regular work hours that day and the following day. Respondent also communicated with E.J. via text messages related to travel packages during the workday on six different workdays between April 10 and 25, 2024, and again on Tuesday, July 16 and Monday, September 9, 2024.

c. Respondent engaged in a series of communications with Z.B. during the workdays on Tuesday, March 5 and Wednesday, March 6, 2024, regarding Z.B. sending funds to Respondent for the purpose of purportedly securing travel.

d. Respondent sent text messages to C.R. with details of trips and packages he offered C.R. during the workdays on at least two different dates in May 2024, three different dates in June 2024, one date in each of July, September and October 2024, and three different dates in November 2024.

152. In 2024, Zurich received multiple calls to its ethics hotline complaining about Respondent's travel and ticket sales. During Zurich's subsequent investigation into Respondent's conduct, Respondent participated in two or three telephone conversations with Zurich's Assistant Vice President and the Practice Lead of Employee Relations ("ER Practice Lead").

153. On or around November 1, 2024, Respondent told the ER Practice Lead that he did not use company time or systems in selling travel and tickets, that he did not convey to anyone involved in the transactions that he was an attorney who worked for Zurich, and that his sales of travel and tickets were limited to transactions with friends and family.

154. Respondent's statement to the ER Practice Lead that he did not use Zurich's systems to sell travel and tickets and that he did not engage in these activities during times that he

should have been working for Zurich were false because he did so during working hours and using his Zurich Microsoft Outlook account and Teams platform.

155. When Respondent made the statement about not using Zurich systems, he knew the statement was false because he knew that he had used his Zurich Microsoft Outlook account and Teams to communicate about travel and tickets.

156. Respondent's statement to the ER Practice Lead that he did not tell any of the individuals to whom he offered travel and tickets that he was an attorney that worked for Zurich was false because he communicated to J.A. that he was an attorney and that he was employed by Zurich in a text message.

157. When Respondent stated to the ER Practice Lead that he did not tell any of the individuals to whom he offered travel and tickets that he was an attorney that worked for Zurich, he knew that this statement was false because he had, in fact, told J.A. that he was an attorney and that he worked at Zurich.

158. Respondent's statement to the ER Practice Lead that he only transacted with friends and family was false because Respondent had sold travel and tickets to coworkers and many other people that were not his family or friends.

159. When Respondent made the statement to the ER Practice Lead that he only sold travel and tickets to friends and family, he knew that his statement was false because he had sold travel and tickets to coworkers and other individuals that were not his family or friends.

160. In December 2024, Zurich terminated Respondent's employment.

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

- a. conduct involving dishonesty, fraud, deceit or misrepresentation, by conduct including knowingly making

false statements to Zurich that he was not using company equipment in providing travel arrangements and event tickets and that he was not engaged in activities relating to those sales during business hours, by falsely telling Zurich he was not conveying to the people he was offering the travel and tickets that he was employed as an attorney with Zurich, and by falsely stating that he only engaged in transactions with his family and friends, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III
(False Statements to the ARDC Regarding Gambling)

162. In 2022, Respondent gambled at the Grand Victoria Casino in Elgin on at least 67 separate days. Respondent lost over \$39,000 at the Grand Victoria Casino in 2022. Respondent also gambled at Rivers Casino in Des Plaines on 18 separate dates and lost \$7,495 in 2022.

163. In 2023, Respondent gambled at Rivers Casino in Des Plaines on 119 separate days. Respondent gambled at Rivers Casino on 19 separate dates in both April and May 2023, and on at least ten separate dates in each month from June through September 2023. Respondent gambled and lost approximately \$92,876 at Rivers Casino in 2023. Respondent gambled at Hollywood Casino in Joliet/Aurora on eight separate dates from May 17 through June 28, 2023. Respondent gambled at Hollywood Casino on 16 separate dates and lost \$15,710 at Hollywood Casino in 2023.

164. In 2024, Respondent gambled at the Grand Victoria Casino on at least ten separate dates per month in March, May, June, July, August, September, and October. Respondent gambled and lost \$139,708 at the Grand Victoria Casino in 2024. Respondent gambled at Rivers Casino on three separate dates in 2024. Respondent gambled and lost \$4,700 at Rivers Casino in 2024.

165. Respondent appeared at the Commission's Chicago office to provide sworn testimony relating to the matters alleged in this complaint on June 10, 2025.

166. During Respondent's sworn statement, counsel for the Administrator asked Respondent a series of questions to determine the extent of Respondent's gambling.

167. When asked during his sworn statement to describe any gambling that he had done in the prior twelve years, including the frequency and amounts gambled per visit, Respondent stated that he gambled “maybe once every other week or so” and that he budgeted \$1,000 per trip. Respondent confirmed that he gambled approximately \$26,000 per year at casinos.

168. Respondent’s statements to counsel for the Administrator in his sworn statement that he visited a casino approximately every other week, spent approximately \$26,000 per year gambling, and limited his spending to \$1,000 per casino visit were false because Respondent gambled at Rivers Casino and the Grand Victoria Casino more than once every other week and lost more than \$26,000 every year from 2022 through 2024.

169. Respondent knew that his statements regarding the extent of his gambling were false when he made the statements because he knew how often he visited and how much he spent at casinos.

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

- a. knowingly making false statements of material fact in connection with a disciplinary proceeding by conduct, including but not limited to, testifying in his sworn statement that he only gambled “every other week or so” and that he limited his spending to \$1,000 for each casino visit, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, by testifying in his sworn statement that he only gambled “every other week or so,” that he limited his spending to \$1,000 for each casino visit, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be referred to a panel of the Hearing Board of the Commission, that a hearing be conducted, and that the Hearing Panel make

findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Lea S. Gutierrez, Administrator
Attorney Registration and
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