

IN THE SUPREME COURT OF ILLINOIS

In the Matter of:

BARRY EDWARD BLUMENFELD,

Attorney-Movant,

No. 236071.

Supreme Court No. M.R.

Commission No. 2021PR00057

MOTION PURSUANT TO SUPREME COURT RULE 762(a)

Movant, Barry Edward Blumenfeld, respectfully represents to the Court that:

1. Movant was licensed to practice law in Illinois on November 29, 1967.
2. Movant desires to have his name stricken from the Roll of Attorneys pursuant to Rule 762(a), effective immediately.
3. Filed contemporaneously with this motion is a statement of charges prepared by the Administrator and Movant's affidavit in support of this motion.

WHEREFORE, Movant respectfully requests that the Court enter an order striking his name from the Roll of Attorneys.

Respectfully submitted,

/s/ Barry Edward Blumenfeld

Barry Edward Blumenfeld

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July 28, 2021

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STATEMENT OF CHARGES PURSUANT TO
SUPREME COURT RULE 762(a)

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Marcia Topper Wolf, pursuant to Supreme Court Rule 762(a), states that on the date Barry Edward Blumenfeld (hereafter “Movant”) filed a motion requesting that his name be stricken from the Roll of Attorneys, the Administrator was investigating allegations that Movant converted \$67,045.64 in funds belonging to a client and third parties. Had Movant’s conduct been the subject of a hearing, the Administrator would have introduced the evidence described below, and that evidence would have clearly and convincingly established the misconduct set forth below:

I. FACTUAL BASIS

Movant’s admissions and testimony, bank records and other documents, and the testimony of various other individuals would establish the following facts:

A. *Movant’s Background*

1. Movant is 79 years old and was licensed to practice law in Illinois on November 29, 1967. Movant is a sole practitioner and principal attorney at Barry E. Blumenfeld & Associates in Chicago, Illinois. Movant has not registered with the Illinois Attorney Registration and Disciplinary Commission since 2018.

B. *Conversion of \$67,045.64 and Misrepresentation to Client and the ARDC – Client Ismael Marquez.*

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2. On or about November 3, 2004, and again on February 2, 2006, Ismael Marquez (“Marquez”) was injured while working as a janitor at the Lutheran School of Theology at Chicago. He subsequently sought medical treatment for his injuries. Marquez and Movant agreed that Movant would represent Marquez in pursuing worker’s compensation claims as a result of these incidents. Movant initiated workers compensation claims on Marquez’ behalf, and those claims were assigned matter numbers 05 WC 3165 and 06 WC 7394. Movant and Marquez agreed that Movant would receive 20% of any recovery made on behalf of Marquez as his fee.

05 WC 3165 Settlement

3. On December 21, 2016, Movant received Travelers Insurance Company check number 88747802, which had been made payable to “Barry E. Blumenfeld & Associates & Ismael Marquez” in the amount of \$178,594.25, in settlement of Marquez’ claim relating to 05 WC 3165. On December 30, 2016, Movant deposited Travelers Insurance check number 88747802 into his BMO Harris IOLTA account ending in 8904 (“Movant’s IOLTA account”).

4. Movant was entitled to 20% of Marquez’ settlement, or \$35,719.05, as his fee. Movant made the following authorized disbursements, totaling \$17,340.04, drawn from the Marquez settlement funds in his IOLTA account:

- a. Check number 1640, dated May 5, 2017, payable to Marquez in the amount of \$5,871.84;
- b. Check number 1641, dated May 5, 2017, payable to Movant in the amount of \$1,468.20, as his costs;
- c. Check number 1642, dated May 5, 2017, payable to IWP (Injured Workers Pharmacy) in the amount of \$10,000.

5. As of May 5, 2017, following Movant’s disbursements to or on behalf of Marquez, described in paragraph 4 above, and taking Movant’s claimed fees into account, Movant should

have been holding at least \$125,535.16 of funds belonging presently or potentially to Marquez and third-party lienholders or medical providers.

6. On October 9, 2018, prior to any further disbursement to or on behalf of Marquez, the balance in Movant's IOLTA account fell to \$58,489.52, as Movant drew checks on the account, or made other transfers, in payment of his own business or personal obligations. As of October 9, 2018, Movant had used at least \$67,045.64 of funds belonging to Marquez or third parties for his own business or personal purposes. At no time did Marquez or the third-party lienholders or medical providers authorize Movant to use, for his own business or personal purposes, any portion of the settlement funds he was holding for their benefit. By using a portion of the settlement money that was due Martinez or his lienholders without their authority, Respondent engaged in conversion of those funds.

06 WC 7394 Settlement

7. On or about October 28, 2018, in settlement of Marquez' worker's compensation claim number 06 WC 7394, Movant received and deposited into his IOLTA account Travelers Insurance check numbers 91575501, which had been made payable to "Barry E. Blumenfeld & Assoc PC & Ismael Marquez" in the amount of \$215,000, and 91576220, which had been made payable to "Barry E. Blumenfeld & Assoc PC & Ismael Marquez" in the amount of \$25,000.

8. On or about November 1, 2018, Movant met with and gave Marquez Movant's check number 1669, which had been made payable to Marquez in the amount of \$187,988.15, as Marquez's portion of the additional \$240,000 in settlement funds he had received, as described in paragraph 7 above. At that meeting, Movant told Marquez that he considered Marquez' matter concluded. Marquez told Movant that the amount he received did not appear to be sufficient, based on his recollection of the total settlement funds Movant had received from Travelers Insurance. In

response, Movant told Marquez that he had used a portion of Marquez' prior settlement to pay Marquez' medical bills, and that Marquez should "take the money and return to Mexico." At that time, and on several subsequent occasions, Marquez telephoned and stopped by Movant's office to request a full written accounting of the funds Movant had received and disbursed on Marquez' behalf. Movant never provided any accounting to Marquez.

9. Movant's statement to Marquez in his November 1, 2018, meeting, that he had used the remainder of Marquez funds to pay third-party lienholders and medical providers, was false. Other than his check number 1642, payable to IWP in the amount of \$10,000, as described in paragraph 4(c) above, Movant had not disbursed funds on behalf of Marquez to any third party.

10. Movant knew his statement to Marquez on November 1, 2018 was false when he made it, because he knew he had not issued checks to third parties that would reduce the amount of the settlement owed to Marquez.

Misstatements to ARDC

11. On or about May 1, 2019, Marquez filed with the Administrator a request for investigation of Movant, alleging that Movant had failed to provide him with an accounting of his settlement funds. After reviewing the request, the Administrator opened investigation 2019IN01616 into Movant's alleged conduct. On May 9, 2019, counsel for the Administrator sent a copy of Marquez' request for investigation to Movant and requested that he respond to the request within 14 days.

12. On or about June 17, 2019, Movant provided a written response to the ARDC in which he stated as follows:

I am enclosing for your review an approved contract from the Illinois Workers' Compensation Commission dated October 1, 2018 along with a copy of the attached 'Rider.' Clearly, the case settled

for \$240,000 minus fees and other deductions netting the client \$187,988.15, which was duly paid to him.

13. Movant's statements in his June 17, 2019 response were false, because he failed to disclose that he had collected a prior settlement check from Travelers Insurance on behalf of Marquez in the amount of \$178,594.25, as described in paragraph 3 above. Movant knew at the time he provided the June 17, 2019 response that his response was false because he knew that he received a settlement related to the 05 WC 3165 matter that he did not disclose and because, as of June 2019, he had used a portion of Marquez' initial settlement funds for his own business or personal purposes.

14. On July 19, 2021, Movant purchased a Cashier's Check for \$66,884.86, the balance in his IOLTA account on that date. The check was made payable to Ismael Marquez and was mailed to him by certified mail on that date. On July 22, 2021, Marquez advised ARDC paralegal Nancy Valle, in a telephone conversation, that he received the Cashier's Check on July 21, 2021 and deposited the check on the afternoon of July 21, 2021.

15. As of the date of filing this Statement of Charges, Movant still has not disbursed \$58,650.30 of the \$125,535.16 that he should have been holding in connection with his receipt of the first Travelers Insurance settlement check to Marquez or any third-party lienholder or medical provider.

II. CONCLUSIONS OF MISCONDUCT

16. By reason of the conduct described above, Movant has engaged in the following misconduct:

- a. failure to hold property of clients or third parties that is in the lawyer's possession separate from the lawyer's own property, by conduct including converting at least \$67,045.64 in funds belonging to Marquez or third-party

lienholders or medical providers, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010);

- b. knowingly made a false statement of material fact to a disciplinary authority, by conduct including his failure to disclose in his June 17, 2019 written response to the ARDC, the first settlement check for \$178,594.25 from Traveler's Insurance Company he had received on or about December 12, 2016 or the fact that he had used a portion of the initial payment for his own business or personal purposes, and had failed to disburse (as of June 17, 2019) any portion of the \$125,535.16 that he should have been holding for Marquez or any third-party lienholder, in connection with his receipt of the 2016 payment, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by knowingly converting at least \$67,045.64 in funds belonging to Marquez or third party lienholders or medical providers to his own use and without the authority of Marquez or the third parties, and by misrepresenting to Marquez that his prior settlement had been disbursed to medical providers, and to the ARDC that the only settlement funds he had received were the funds he received in October 2018, in violation of Rules 8.4(c) of the Illinois Rules of Professional Conduct (2010).

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Marcia Topper Wolf
Marcia Topper. Wolf

Marcia Topper Wolf
Attorney Registration and
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AFFIDAVIT

Affiant, Barry Edward Blumenfeld, being first duly sworn, states:

1. Affiant has filed with this Court a motion to strike his name from the Roll of Attorneys licensed to practice law in Illinois, pursuant to Rule 762(a).

2. Affiant has received and reviewed a copy of the Administrator's statement of the charges that were pending against Affiant as of the filing of the instant motion. If the case proceeded to a hearing, the Administrator would present the evidence described in the statement of charges, and the evidence would clearly and convincingly establish the facts and conclusions of misconduct set forth in the statement of charges.

3. Affiant's motion is freely and voluntarily made.

4. Affiant understands the nature and consequences of this motion.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and, as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.

Date: 7/28/21


Barry Edward Blumenfeld

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NOTICE OF FILING

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PLEASE TAKE NOTICE that on July 28, 2021, electronic copies of Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES, and Movant's AFFIDAVIT, were submitted to the Clerk of the Supreme Court for filing. On that same date, copies were served on Movant, by e-mail to jasonliz@yahoo.com, at or before 5:00 p.m.

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Marcia Topper Wolf
Marcia Topper Wolf

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PROOF OF SERVICE

The undersigned, an attorney, hereby certifies, pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/109, that the Administrator served copies of the Notice of Filing, Movant's MOTION PURSUANT TO SUPREME COURT RULE 762(a), Administrator's STATEMENT OF CHARGES PURSUANT TO SUPREME COURT RULE 762(a) and Movant's AFFIDAVIT, on the individual listed on the forgoing Notice of Filing, by e-mail at jasonliz@yahoo.com on July 28, 2021 at or before 5:00 p.m.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

/s/ Marcia Topper Wolf

Marcia Topper wolf

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