In re Peter George Limperis
Attorney-Respondent

Commission No. 2022PR00003

Synopsis of Hearing Board Report and Recommendation
(March 2023)

Respondent and a client who was facing foreclosure agreed that Respondent would try to buy the client's home. If Respondent succeeded in buying the home, the client would pay him rent or make the mortgage payments. Respondent did not put the terms of their agreement in writing or obtain the client's informed consent. In a real estate contract submitted to the bank that held the mortgage, Respondent did not identify himself as the purchaser but listed another attorney as the purchaser and signed that attorney's name without permisson. The Hearing Panel found that Respondent engaged in an improper business transaction with a client, knowingly made a false statement of material fact or law to a third person in the course of representing a client, and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation.

After a judgment of foreclosure was entered and shortly before the client's home was put up for auction, Respondent recorded a notice of attorney's lien against the property, purporting that the client owed him $65,000 in fees. A majority of the Hearing Panel found that, in doing so, Respondent assisted his client in conduct he knew was fraudulent and knowingly made a false statement of material fact or law to a third person in the course of a representation. The Hearing Panel unanimously found that Respondent engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in filing the notice of lien. Respondent was also charged with failing to put a contingent fee agreement with the same client in writing, which the Hearing Panel found was not proven.

The Hearing Panel recommended that Respondent be suspended for two years, based on the dishonest nature of his misconduct, the mitigating factors, and aggravating factors that include two prior instances of discipline.

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

In the Matter of: **PETER GEORGE LIMPERIS,** Attorney-Respondent, No. 6204953.	Commission No. 2022PR00003

REPORT AND RECOMMENDATION OF THE HEARING BOARD

SUMMARY OF THE REPORT

The Administrator charged Respondent with misconduct primarily related to his efforts to help a client keep her home after a foreclosure action was filed against her. Respondent and the client agreed that Respondent would try to buy the client's home. If he succeeded, the client would pay him rent or make the mortgage payments. Respondent did not put the terms of their agreement in writing or obtain the client's informed consent. In a real estate contract submitted to the bank that held the mortgage, Respondent did not identify himself as the purchaser but listed another attorney as the purchaser and signed that attorney's name without permisson. As a result of this conduct, Respondent was found to have engaged in an improper business transaction with a client, knowingly made a false statement of material fact or law to a third person in the course of representing a client, and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation.

After a judgment of foreclosure was entered and a few days before the client's home was put up for auction, Respondent recorded a notice of attorney's lien against the property, purporting that the client owed him $65,000 in fees. A majority of the Hearing Panel found that Respondent

filed the notice of lien for the false purpose of discouraging others from buying the home at auction. Based on this conduct, a majority of the Hearing Panel found that Respondent assisted his client in conduct he knew was fraudulent and knowingly made a false statement of material fact or law to a third person in the course of a representation. The Hearing Panel unanimously found that Respondent engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in filing the notice of lien. Respondent was also charged with failing to put a contingent fee agreement with the same client in writing, which the Hearing Panel found was not proven. The Hearing Panel recommended that Respondent be suspended for two years, based on the dishonest nature of his misconduct, the mitigating factors, and aggravating factors that include two prior instances of discipline.

INTRODUCTION

The hearing in this matter was held remotely by video conference on October 25, 2022, before a Panel of the Hearing Board consisting of Carol A. Hogan, Chair, Michael T. Trucco, and Justine A. Witkowski. Rory P. Quinn represented the Administrator. Respondent was present and was represented by Samuel J. Manella.

PLEADINGS AND ALLEGED MISCONDUCT

The Administrator charged Respondent in a two-count Complaint with failing to put a contingent fee agreement in writing (Count I); entering into a business transaction with a client without the required safeguards (Count I); in the course of representing a client, knowingly making a false statement of fact or law to a third person (Counts I and II); counseling or assisting a client in conduct the lawyer knows is criminal or fraudulent (Count II); and engaging in conduct involving dishonesty, fraud, deceit or misrepresentation (Counts I and II), in violation of Rules 1.2(d), 1.5(c), 1.8(a), 4.1(a), and 8.4(c)of the Illinois Rules of Professional Conduct (2010).

In his Answer, Respondent admits many of the factual allegations but denies all allegations of misconduct.

EVIDENCE

The Administrator presented testimony from Marta Glod and Respondent as an adverse witness. The Administrator's Exhibits 1-6 and 8 were admitted. (Tr. 10). Respondent testified on his own behalf and presented testimony from Fred Joshua and two character witnesses. Respondent did not submit any exhibits.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Administrator bears the burden of proving the charges of misconduct by clear and convincing evidence. In re Thomas, 2012 IL 113035, ¶ 56. Clear and convincing evidence constitutes a high level of certainty, which is greater than a preponderance of the evidence but less stringent than proof beyond a reasonable doubt. People v. Williams, 143 Ill. 2d 477, 577 N.E.2d 762 (1991). The Hearing Board assesses witness credibility, resolves conflicting testimony, makes factual findings and determines whether the Administrator met the burden of proof. In re Winthrop, 219 Ill. 2d 526, 542-43, 848 N.E.2d 961 (2006).

I. In Count I, Respondent is charged with failing to enter into a written agreement for a contingent fee, entering into a business transaction with a client without complying with the required safeguards, knowingly making a false statement of fact or law to a third person in the course of representing a client, and engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rules 1.5(c), 1.8(a), 4.1(a), and 8.4(c)

A. Summary

The Administrator did not prove the charge that Respondent failed to put a contingent fee agreement in writing. Respondent is found to have committed misconduct by entering into an agreement to purchase his client's home without complying with required safeguards, submitting

a real estate contract for the client's home that falsely listed another attorney as the purchaser, and signing the other attorney's name to the real estate contract without his permission.

B. Evidence Considered

Respondent has been licensed to practice law in Illinois since 1990. (Tr. 83). He has had his own practice since 1995. (Tr. 122). The majority of his cases are criminal matters, but he also handles personal injury, worker's compensation, and family law matters. (Tr. 123).

All of the charges before us arise from Respondent's representation of Marta Glod. In 2008, Respondent represented Marta's then-husband, Jacek, in two collection matters related to Jacek's business. (Tr. 21, 83). In 2012, Jacek filed a petition to dissolve his marriage to Marta (*Jacek Glod v. Marta Glod*, 2021 D 003897). Respondent briefly represented Marta in the dissolution matter but withdrew after the judge instructed him to do so because of a conflict of interest. (Tr. 22, 24-25). After Respondent withdrew from the dissolution matter, he and Marta began a romantic relationship, which lasted until 2015. (Tr. 86, 147).

Respondent represented Marta in multiple other matters, including a lawsuit against a former employer, Loyola University Medical Center (case number unknown), another employment related lawsuit (*First Peek Ultrasound v. Marta Glod and U.S. Technology Center Inc.*, 14 M4 1476), a foreclosure action on Marta's residence (*PNC Bank, Nat'l Ass'n. v. Glod*, 12 CH 38674), and an action against Jacek's employer to enforce an income withholding order (*Marta Glod v. Bulldog Express, Inc.*, 2014 L 720) (the "Bulldog Express Matter"). (Tr. 22, 27, 85). Respondent did not have a written fee agreement with Marta for any of these matters. (Tr. 23, 24, 26, 28). The only payment he received for his services was $5,000 from a $35,000 recovery in the Loyola matter and $200 for the dissolution matter. (Tr. 75, 84).

The charges in Count I pertain to Respondent's fee agreement for the Bulldog Express Matter and Respondent's attempts to purchase Marta's home, which was located in Palos Hills.

With respect to the Bulldog Express Matter, Marta testified that when she asked Respondent how his fees would work, he said, "these cases go on a contingency basis and he explained that when we finish and whatever we get, I'll just get some percentage." (Tr. 29). Respondent, on the other hand, testified that he was entitled to attorney fees by statute if Marta prevailed. (Tr. 89). Respondent represented Marta for about two years in the Bulldog Express Matter and withdrew in the fall of 2016. (Tr. 92). As of the time of this hearing, the Bulldog Express Matter was still pending. (Tr. 91).

On October 18, 2012, PNC Bank filed an action to foreclose on Marta's mortgage loan. Respondent filed an appearance on Marta's behalf on December 18, 2012. (Ans. at par. 6). He advised Marta that she should get a lawyer who specialized in foreclosures, so Marta hired attorney Charles Silverman. (Tr. 29). On July 15, 2013, Silverman substituted as Marta's attorney. (Ans. at par. 6). Marta later terminated Silverman's representation and hired Agnes Pogorzelski. (Tr. 58).

At some point prior to June 5, 2015, Respondent and Marta agreed that Respondent would try to purchase Marta's home from PNC Bank. (Ans. at par. 13). According to Respondent, Marta asked him to purchase the house and said she would pay the mortgage. (Tr. 92). According to Marta, it was Respondent's idea to try to buy the house. He said he would rent it to her for a very low cost if he was able to buy it. (Tr. 38, 42). They did not have a written agreement regarding what would happen after Respondent bought the house. Respondent did not inform Marta that he had a conflict of interest in trying to purchase her house. (Tr. 42-43). Respondent admits he never obtained Marta's informed consent in writing to this transaction. He knew Marta had another attorney and advised her "to talk to her attorney and to prepare something." (Tr. 99).

On May 12, 2015, Marta emailed to Respondent the payoff amount for her mortgage loan and a blank residential real estate contract (contract) she received from Mariola Karpiel, a realtor and friend. Respondent decided to make a cash offer because he thought the bank would sell the property at a lower price if he paid cash. (Tr. 39). On June 5, 2015, a contract was submitted to PNC Bank that listed the purchaser as Peter Papoutsis, who is an attorney and former employee of Respondent's. Respondent admits he signed Papoutsis's name to the contract and knew the contract would be sent to PNC Bank. (Ans. at pars. 17, 18). When asked how it came to be that Respondent signed Papoutsis's name, Respondent testified, "Marta came here, she was in a rush, she wanted it – I need it now, I have to have it now, and that's where I just signed Pete's name)(Respondent thought he had called Papoutsis and talked to him about it. (Tr. 130). Respondent presented no evidence that Papoutsis gave him permission to sign his name, other than his own testimony that he "believed" he had that permission. (Tr. 97-100). Respondent does not believe he acted dishonestly by signing Papoutsis's name because "[t]he only purpose of Pete's name was to get an offer from them in regards to what are they looking for in regards to the case." (Tr. 134).

The contract listed Respondent as Papoutsis's attorney and Charles Silverman as Marta's attorney. Respondent denied filling out the part of the contract that identified him as Papoutsis's attorney. (Tr. 100). According to Marta, Respondent "probably" filled out that part of the form but it could have been Mariola Karpiel. (Tr. 34, 65-66).

PNC Bank rejected the June 5 contract. On June 20, 2015, Respondent submitted another contract in his own name as the buyer. (Tr. 67). The second contract was accompanied by a $5,000 earnest money check that was written on Respondent's client trust account. (Tr. 103). Respondent testified the source of these funds were fees earned in other matters that he was holding

in his trust account. (Tr. 105). He further testified that Marta was going to reimburse him in cash for the earnest money and contribute $20,000 of her own funds toward the purchase price. (Tr. 104). PNC Bank accepted the second contract, but Respondent changed his mind and cancelled the transaction. (Ans. at par. 25; Tr. 107-108).

C. Analysis and Conclusions

Rule 1.5(c)

Rule 1.5(c) provides that a contingent fee agreement shall be in a writing signed by the client and shall explain how the fee is to be calculated. Ill. Rs. Prof'l. Conduct R. 1.5(c). The Administrator alleges that Respondent and Marta had a contingent fee agreement for the Bulldog Express Matter that Respondent failed to put in writing.

The Administrator has not met his burden of proving the elements of a Rule 1.5(c) violation by clear and convincing evidence. Specifically, there was insufficient proof that Respondent and Marta had a contingent fee agreement for the Bulldog Express Matter. We have only Respondent's word against Marta's regarding the nature of their agreement, with no persuasive evidence corroborating either person's testimony. We found Marta's testimony on this issue to be self-serving and cannot say it was more credible than Respondent's. Accordingly, because the evidence did not establish a contingent fee agreement by the requisite clear and convincing standard, we find the Administrator did not prove a violation of Rule 1.5(c).

Rule 1.8(a)

The Administrator alleges that Respondent committed misconduct by entering into an agreement with Marta to purchase her residence without taking the required protective measures set forth in Rule 1.8(a). Rule 1.8(a) prohibits lawyers from entering into a business transaction with a client unless certain requirements are met. The terms of the transaction must be fair and reasonable to the client and disclosed in writing, the lawyer must inform the client in writing that

he or she may seek the advice of independent counsel, and the client must give informed consent in writing to the essential terms of the transaction and the lawyer's role in the transaction. Ill. Rs. Prof'l Conduct R. 1.8(a)(1)-(3). Based on Respondent's admissions that he entered into an agreement with Marta to buy her home without disclosing the terms in writing and obtaining her informed consent, we find the Administrator proved that Respondent violated Rule 1.8(a).

Respondent admits that he and Marta agreed that he would try to buy Marta's home so she would not lose it in foreclosure. There is no dispute that Marta was Respondent's client when they entered into this agreement. It is also undisputed that Respondent did not set forth the terms of their agreement in writing or obtain Marta's informed consent.

Respondent contends that Marta was protected because she had independent representation in her foreclosure case. It was unclear whether Marta was represented by attorney Silverman or attorney Pogorzelski during the time period at issue. Regardless, while the presence of additional counsel may have relieved Respondent of the obligation to advise Marta that she could consult with independent counsel about the transaction (see Comment [4] to Rule 1.8), he was still obligated to ensure that the terms of the agreement were fair and reasonable, put those terms in writing and obtain Marta's informed consent. He did not do so. Consequently, we find the Administrator proved by clear and convincing evidence that Respondent violated Rule 1.8(a).

Rule 4.1(a)

Rule 4.1(a) provides that, in the course of representing a client, a lawyer shall not knowingly make a false statement of material fact or law to a third person. Ill. Rs. Prof'l Conduct R. 4.1(a). The Administrator alleges that Respondent made a false statement of material fact or law to PNC Bank when he listed Peter Papoutsis as the purchaser, signed Papoutsis's name to the real estate contract, indicated he was Papoutsis's attorney, and caused the real estate contract to be

submitted to PNC Bank. We find the Administrator proved this charge by clear and convincing evidence.

First, in order to prove a violation of Rule 4.1(a), the Administrator must prove that the false statement was made in the course of representing a client. The Administrator has not addressed, and Respondent has not disputed this element of the charge, perhaps because Marta was Respondent's client in other matters. We find that Respondent's involvement and actions on Marta's behalf in preparing the real estate contract were sufficient to establish that he made the statements at issue in the course of representing Marta. Respondent and Marta jointly agreed that Respondent would try to buy the home, and they worked together to prepare the real estate contracts. The sole purpose of their efforts was to benefit Marta. For these reasons, we find Respondent was effectively representing Marta for the purposes of Rule 4.1(a), even though he was not identified as her attorney. See In re Porter, 2016PR00130, M.R. 030289 (Sept. 21, 2020) (attorney who was part of a scheme to defraud investors in a deal to purchase fast-food franchises was found to have an attorney-client relationship for purposes of Rule 4.1(a) based on his drafting of an operating agreement and his representation to an informant that he was performing legal work on the deal and would use his IOLTA account to settle the transaction). Alternatively, because Respondent, not Peter Papoutsis, was the actual purchaser, he could be considered to have been representing himself and obligated to comply with Rule 4.1(a) on that basis. See In re Segall, 117 Ill. 1, 509 N.E.2d 988 (1987).

We further find that Respondent knowingly made a false statement of material fact when he listed Papoutsis as the purchaser and signed Papoutsis's name to the contract. Respondent knew that he, not Papoutsis, was the prospective purchaser. Respondent knowingly misrepresented to PNC Bank that Papoutsis was making an offer to purchase Marta's home, when he knew that was

not true. We do not find credible Respondent's testimony that he mistakenly thought he had Papoutsis's permission. It defies common sense that Papoutsis, an attorney who has a duty to refrain from engaging in dishonest conduct, would allow Respondent to sign his name as a party to a contract to which he was not actually a party. We are not required to accept testimony that is inherently improbable and contrary to human experience. In re Wilkins, 2014PR00078, M.R. 028647 (May 18, 2017) (Hearing Bd. at 18). Because we do not accept Respondent's assertion that he believed he had permission to sign Papoutsis' name, we find that he knowingly made a false statement of fact to PNC Bank, in violation of Rule 4.1(a).

However, we do not find sufficient proof that Respondent made another false statement by listing himself as Papoutsis's attorney. Respondent denied filling out the portion of the contract that identified him as Papoutsis's attorney. Marta testified that Respondent "probably" filled out this information, but it might have been Mariola Karpiel. Marta's equivocal testimony does not satisfy the requisite clear and convincing standard. Accordingly, our finding that Respondent violated Rule 4.1(a) is limited to the false representation and signature of Peter Papoutsis as the purchaser.

Rule 8.4(c)

Rule 8.4(c) provides that it is misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation. Ill. Rs. Prof'l Conduct R. 8.4(c). Dishonesty includes any conduct, statement or omission that is calculated to deceive, including the suppression of truth and the suggestion of what is false. In re Gerard, 132 Ill. 2d 508, 528, 548 N.E.2d 1051 (1989). There must be an act or circumstance that shows purposeful conduct or reckless indifference to the truth, rather than a mistake. In re Gauza, 08 CH 98, M.R. 26225 (Nov. 20, 2013) (Hearing Bd. at 42).

Respondent's representation in the June 5, 2015, contract that Peter Papoutsis was the buyer was dishonest in two respects. First, Respondent falsely represented that Peter Papoutsis was the prospective buyer when Respondent knew that was not true. Respondent's explanation that he was merely trying to find out what purchase price PNC Bank wanted does not change the fact that he made a knowing misrepresentation. Second, Respondent signed Papoutsis's name to a contract without his permission. For the reasons explained in the previous section, we do not find credible Respondent's explanation that he thought Papoutsis had given him permission. Accordingly, we find the Administrator established by clear and convincing evidence that Respondent violated Rule 8.4(c).

II. In Count II, Respondent is charged with counseling or assisting a client in conduct the lawyer knows is criminal or fraudulent, knowingly making a false statement of fact or law to a third person in the course of representing a client, and engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rules 1.2(d), 4.1(a), and 8.4(c)

A. Summary

By preparing a notice of attorney's lien containing false statements and recording the notice of lien against Marta's residence for a false purpose, Respondent assisted Marta in conduct he knew was fraudulent, knowingly made a false statement of fact or law to a third person in the course of representing a client, and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation.

B. Evidence Considered

On May 19, 2016, a judgment of foreclosure was entered against Marta, and her home was scheduled to be sold at a public auction on August 22, 2016. (Ans. at par. 29; Tr. 44). The charges in Count II pertain to a notice of attorney's lien that Respondent prepared and filed against Marta's residence on August 18, 2016.

Respondent testified that Marta and an individual named Joe Barakat came to his office on August 17, 2016, and asked him to put a lien on Marta's residence. When asked to explain his understanding of the purpose of the lien, Respondent testified as follows:

> Because Marta asked me to file it, and I didn't – her purpose was she ultimately was speaking to Mr. Barakat, and he somehow convinced her he thought this was going to be the way to get a great price at the sheriff's sale, so her intent, what she wanted it for was the sheriff's sale.
>
> My understanding is you're wasting your time. It's not going to help you, so, again, I did it because she asked me to, but I knew nothing would come of it. (Tr. 153).

Respondent testified it was "worthless" and "useless" to put a lien on the property but he thought "no harm no foul" because the lien would be discharged in foreclosure. (Tr. 108, 142). Marta denied that she asked Respondent to put a lien on her property. (Tr. 70).

The notice of lien that Respondent prepared, which was notarized and filed with the Cook County Recorder of Deeds, stated in relevant part:

> BEFORE ME, the undersigned Notary Public, personally appeared Peter G. Limperis from the Law Office of Peter G. Limperis who duly sworn says that he is (the lienor herein) [sic] whose address is 5624 W. 79th Street, Burbank, Illinois 60459 and that in accordance with a written contract with the property owner, Marta Glod, services rendered and consisting of the following:
>
> legal services rendered for the following matters, 2014 M4 1476, 2012 D 3897 and 2014 L 720. Said lien amount being for the legal services rendered and expenses paid for said suits in the total amount of $65,000.00 on the following described real property in Cook County, State of Illinois. ***

The matters identified in the notice of lien were the First Peek Ultrasound Matter, which had concluded, Marta and Jacek's dissolution matter, and the Bulldog Express Matter. According to Respondent, while Marta and Barakat were in his office he calculated that he spent over 250 hours on Marta's matters and incurred $5,000 in costs. Therefore, he was "very comfortable" with the $65,000 amount. Respondent further testified that Marta wanted the lien amount to be $90,000

but Respondent refused to agree to that amount because he did not think he earned it. (Tr. 108-109).

Respondent acknowledged he had no intention to seek attorney fees for any of the matters identified in the notice of lien. (Tr. 125). He listed them "to justify how I came up with the figure as to the $65,000. Those were the hours I put in and the expenses I had incurred." (Tr. 126). He did not research attorney liens or review the Attorneys Lien Act before agreeing to record the notice of lien. He did not serve the notice of the lien upon the opposing parties in the identified matters. (Tr. 111). Respondent testified this was the only notice of lien he has ever prepared, although he has submitted lien forms to insurance companies for personal injury and worker's compensation matters. (Tr. 124).

Respondent characterized as "boilerplate" the portion of the notice of lien stating he incurred fees "in accordance with a written contract with the property owner, Marta Glod." (Tr. 114). He does not believe the lien was fraudulent because he earned the amount of fees indicated. (Tr. 144).

Marta was not successful in purchasing her home at auction but was later able to buy it back from the couple who purchased it. (Tr. 49). In the summer or fall of 2018, Marta, through her attorney Fred Joshua, asked Respondent to release the lien. Joshua testified that Marta told him she had asked Respondent to file the lien to help her avoid foreclosure. Respondent agreed to release the lien after Joshua asked him to do so. Respondent acknowledged that he initially demanded $10,000 to release the lien but later released it without any payment. (Tr. 115, 157-58).

C. Analysis and Conclusions

Rule 1.2(d)

The Administrator asserts that Respondent violated Rule 1.2(d) by preparing and filing a false attorney's lien against Marta's residence. Rule 1.2(d) provides that a lawyer shall not counsel

a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent. Ill. Rs. Prof'l. Conduct R. 1.2(d). "Knows" denotes actual knowledge of the fact in question, which may be inferred from the circumstances. Ill. Rs. Prof'l. Conduct R. 1.0(f). Fraud is broadly defined as any conduct, statement, or omission that is calculated to deceive, regardless of whether the deception is successful. Segall, 117 Ill. 2d at 7. We find the Administrator proved this charge by clear and convincing evidence.

There is no dispute that Respondent drafted and signed the notice of lien and filed it with the Cook County Recorder of Deeds. There is also no dispute that Marta was Respondent's client when he did so. While there is some dispute as to whose idea it was to file the lien, we find that dispute to be meaningless to our analysis. What matters is that Respondent admitted that he signed and filed the lien knowing it was being filed for a fraudulent purpose.

The purpose of the Attorneys Lien Act (770 ILCS 5/1) (Act) is to assist attorneys in collecting their fees. Brazil v. City of Chicago, 315 Ill. App. 436, 43 N.E.2d 212 (Ill. App. Ct. 1942). The Act provides that attorneys have a lien upon all claims, demands, and causes of action in which they represent clients for "the amount of any fee which may have been agreed upon" between the attorneys and clients or, in the absence of an agreement, for a reasonable fee plus costs and expenses. An attorney's lien attaches to "a verdict, judgment or order entered and to any money or property which may be recovered on account of such suits, claims, demands or causes of action." The Act also includes requirements regarding the timing and service of notice of the lien, which are strictly construed. Camelot, Inc. v. Burke Burns & Pinelli, Ltd., 2021 IL App (2d) 200208, 184 N.E.2d 384.

It is undisputed that Respondent's purpose in filing the notice of lien was not to facilitate his collection of fees. Respondent admits he had no intention of seeking fees from Marta. Rather,

his purpose was to assist Marta's effort to manipulate the court-ordered public auction to her advantage. In Respondent's own words, the reason for recording the notice of lien was that Marta and Joe Barakat "thought this was going to be the way to get a great price at the sheriff's sale." This testimony established Respondent's actual knowledge of Marta's deceptive intent. Marta wanted to create the appearance of a valid lien recorded against her residence to discourage other buyers from bidding on it, when both she and Respondent knew that Respondent would never try to enforce the lien. Respondent also knew that the lien had no legal effect, as demonstrated by his testimony that it was "worthless" and "useless," yet he recorded it to help Marta in her scheme to manipulate the auction. For these reasons, the Administrator established by clear and convincing evidence that Respondent assisted Marta in conduct he knew was fraudulent.

The Administrator further asserts that other defects with the notice of lien, including the attempt to attach a lien to real property that was not the subject of Respondent's representation of Marta, further demonstrate that the notice of lien was filed for a false purpose. While we agree with the Administrator, given Respondent's admissions that he knew the lien was worthless and had no intention of collecting fees for any of Marta's matters, we do not find it necessary to analyze all of the ways in which the notice of lien was defective.

We reject also Respondent's assertion that the notice of lien was not fraudulent because he earned the fees. Even if we accepted Respondent's representation that he earned $65,000 in fees, which we do not for the reasons set forth below, he knew Marta was using the notice of lien to make it appear that there was a cloud on the title to her residence when in fact there was not. We find this to be deceptive and fraudulent.

In addition to the false purpose behind the notice of lien, we find that the $65,000 figure Respondent included in the notice of lien was not corroborated by any documentary evidence and

was not an accurate and truthful representation of his fees. Respondent testified that, while Marta and Barakat were in his office on August 17, 2016, he calculated all of the time he spent on three different cases that were two to four years old. We do not believe it was possible for Respondent to accurately reconstruct his time in this manner. Moreover, the representation that the fees were earned "in accordance with a written contract" was also false. In short, the notice of lien was specious both in purpose and in the representations made in it, and we find that by preparing and recording it Respondent assisted Marta in conduct he knew was fraudulent, in violation of Rule 1.2(d).

Rule 4.1(a)

The Administrator alleges that in preparing and recording the notice of lien, Respondent also made a false statement of material fact or law to a third person, in the course of representing a client. Ill. Rs. Prof'l Conduct R. 4.1(a). We find the Administrator proved this charge by clear and convincing evidence.

First, we find that the statements at issue were made in the course of representing Marta. Respondent was representing Marta in the Bulldog Express Matter at the time he recorded the notice of lien. In addition, he filed the notice of lien at Marta's request and in his capacity as Marta's attorney.

We further find that Respondent knowingly made false statements of fact in the notice of lien. He knew he did not earn fees "in accordance with a written contract" with Marta, because they never had a written fee agreement. We do not accept or find credible Respondent's contention that this language was "boilerplate." On the contrary, we find it was material to the purported legal and good faith basis for the notice of lien, and Respondent intentionally included it to bolster the misrepresentation that Marta owed him $65,000 in fees.

For the reasons detailed in the previous section, we also find that Respondent's representation that he was owed $65,000 in fees and costs was false, both because Respondent was never going to collect any fees and costs from Marta and because the $65,000 figure was a speculative reconstruction of work that occurred years previously rather than a factual statement of fees Marta owed. Respondent had actual knowledge that these representations were false. For these reasons, we find the Administrator proved by clear and convincing evidence that Respondent knowingly made false statements of material fact to a third person by recording the notice of lien that contained false representations, for a false purpose.

Rule 8.4(c)

The Administrator established by clear and convincing evidence that Respondent engaged in conduct involving dishonesty, fraud, deceit or misrepresentation. As described in the previous sections, Respondent made misrepresentations in the notice of lien and filed it with the Recorder of Deeds knowing it had no legal effect and was filed for a false purpose. Respondent did not have a legitimate reason to file the notice of lien. Rather, he knew Marta was trying to deceive prospective buyers, and he knowingly assisted her in that effort. There is no question that this conduct was a violation of Rule 8.4(c).

EVIDENCE IN AGGRAVATION AND MITIGATION

Mitigation

Respondent helped Marta financially because she had young children and was not working. She is grateful to Respondent for his assistance. (Tr. 26).

Respondent is involved with the Panarcadians, a non-profit organization that supports a hospital in Greece. He paid the burial expenses for an indigent person in Greece and regularly represents clients *pro bono*. He is active in his church, St. Spyridon, and donates money to the church. (Tr. 138-40).

Tommy Brewer, Presiding Judge of the Sixth Municipal District of the Circuit Court of Cook County, has known Respondent for 30 years. He knows Respondent socially and professionally, and Respondent has appeared before him on three or four matters. Judge Brewer believes Respondent has an excellent reputation for truth and veracity in the legal community. He testified that Respondent can be careless and cavalier but is not dishonest. (Tr. 166-71).

Patrick J. Powers, Cook County Circuit Court Judge in the Domestic Relations Division, has known Respondent since 2017. Respondent appears before him three to four times per week. He has no concerns about Respondent's integrity and believes he has an excellent reputation for honesty. Prior to this hearing, Judge Powers was not aware of the charges against Respondent. If Respondent was found to have engaged in fraudulent conduct, Judge Powers' opinion of Respondent would change. (Tr. 173-180).

Prior Discipline

Respondent has two prior instances of discipline. In 1998, he was censured for signing a settlement check on behalf of a client's former attorney without that attorney's knowledge or permission, failing to pay that attorney the fees he was owed and depositing settlement funds in an account that was not a client trust account. In re Limperis, 96 CH 60, M.R. 14834 (May 27, 1998).

In 2013, Respondent was found to have failed to safeguard a $2,760 cash payment that he agreed to hold in escrow in connection with the sale of a restaurant, by failing to hold the funds in his client trust account. The Court suspended for Respondent for 30 days and required him to complete a law office management course. In re Limperis, 2010PR00126, M.R. 26085 (Sept. 25, 2013).

RECOMMENDATION

A. Summary

Having considered the serious nature of the misconduct and the evidence in aggravation and mitigation, the Hearing Panel recommends that Respondent be suspended for two years.

B. Analysis

The Administrator requests that we recommend a sanction of two years and until further order of the Court (UFO). Respondent contends that, at most, a censure or short suspension is warranted.

The purpose of the disciplinary process is not to punish attorneys but to protect the public, maintain the integrity of the legal profession, and safeguard the administration of justice from reproach. In re Edmonds, 2014 IL 117696, ¶ 90. When recommending discipline, we consider the nature of the misconduct and any factors in mitigation and aggravation. In re Gorecki, 208 Ill. 2d 350, 360-61, 802 N.E.2d 1194 (2003). We seek consistency in recommending similar sanctions for similar types of misconduct, but must decide each case on its own unique facts. Edmonds, 2014 IL 117696, ¶ 90.

Respondent's misconduct was very serious because of its dishonest nature. The fact that no one was actually deceived does not make the misconduct any less serious. In re Segall, 117 Ill. 2d 1, 8, 509 N.E.2d 988 (1987) ("an attempted deception is as serious an ethical violation as a successful one"). In aggravation, we consider that the misconduct was not an isolated instance and Respondent does not appear to fully understand or appreciate why his actions were unethical.

Respondent's two previous disciplinary sanctions are another factor in aggravation. The weight we place on this factor depends on the similarity between the misconduct in this proceeding and the prior disciplinary matters, as well as the amount of time that elapsed between disciplinary

proceedings. See In re Longwell, 2013PR00055, M.R. 26933 (Nov. 13, 2014). Both of Respondent's prior disciplinary actions involved mishandling client funds, which is not an issue in this matter. The more pertinent prior misconduct is his unauthorized signing of another attorney's name to a settlement check, which is similar to his unauthorized signing of Peter Papoutsis's name to the real estate contract. The fact that the earlier unauthorized signing occurred 25 years ago lessens its aggravating effect, but Respondent should have had a heightened awareness of his ethical obligations as a result of his prior discipline. See In re Storment, 203 Ill. 2d 378, 401, 786 N.E.2d 963 (2002). It is concerning that Respondent's prior discipline did not have the desired effect.

In Respondent's favor, he cooperated fully in this proceeding. He also presented evidence of a good reputation in the legal community and a history of helping others in need, including clients for whom he does *pro bono* work and members of the Greek community. We further consider that his misconduct was limited to his representation of Marta and was part of an effort to help her keep her home.

The Administrator relies on In re Thebeau, 111 Ill. 2d 251, 489 N.E.2d 877 (1986); In re Lamis, 98 CH 63, M.R. 16112 (Sept. 29, 1999); In re Banks 2020PR00068, M.R. 03115 (March 25, 2022) and In re Gomric, 94 SH 347, M.R. 12906 (Nov. 26, 1996) in support of his request that Respondent be suspended for two years UFO. In Thebeau, the Court determined that a two-year suspension was warranted when an attorney committed a fraud upon the judicial system by knowingly notarizing forged signatures on a real estate contract and quitclaim deeds. Thebeau did not do so for his own benefit but to help a client conclude the probate of an estate. Because Thebeau had already closed his practice, the Court did not impose a two-year suspension but decided that the suspension should be for a period of one year from the date of filing of the Court's

opinion. In Lamis, the attorney made an unauthorized change to an expert's report, signed the expert's name, and filed the report with the court. Lamis's Illinois license was suspended until he was reinstated to the practice of law in the State of California, where the misconduct occurred. The length of the suspension of Lamis's Illinois license was approximately 18 months.

The attorneys in Gomric and Banks were suspended UFO. Banks neglected a criminal matter and failed to return an unearned fee. He had three prior instances of discipline, all of which involved failing to return unearned fees. He presented no evidence in mitigation and was barred from testifying as a sanction for failing to comply with discovery. He was suspended for two years UFO and required to make restitution before petitioning for reinstatement. Banks, M.R. 031115 (Mar. 25, 2022). In Gomric, the attorney neglected a criminal matter and a worker's compensation matter and had a prior reprimand and a censure for neglecting client matters. Gomric presented impressive character evidence as well as evidence of service to his community. Despite both the Hearing Board and the Review Board recommending that he be suspended for one year with the suspension stayed in its entirety by probation, the Court suspended Gomric for two years UFO. Gomric, M.R. 12906 (Nov. 26, 1996).

Respondent has not cited any cases in support of a particular sanction, but contends that a significant sanction is not warranted because his conduct was merely careless and not dishonest. Having found that Respondent did act dishonestly, we disagree that a minimal sanction is appropriate.

Because of the dishonest nature of Respondent's conduct and because his prior discipline did not have the desired effect of preventing him from committing further misconduct, we determine that a significant suspension is necessary to protect the integrity of the profession and impress upon Respondent the importance of complying with the Rules of Professional Conduct.

We find Respondent's misconduct comparable to the misconduct in Thebeau and Lamis, and determine that a two-year suspension is warranted and falls within the range of misconduct imposed in those cases.

We decline, however, to recommend that the suspension run until further order of the Court. A suspension UFO is the most severe sanction other than disbarment and is typically reserved for cases involving issues of mental health or substance abuse, a disregard of ARDC proceedings, or other factors that call into question the attorneys' ongoing fitness to practice law consistent with the Rules of Professional Conduct. In re Forrest, 2012PR00011, M.R. 26358 (Jan. 17, 2014). Here, there is no evidence of substance abuse or mental health issues affecting Respondent's fitness to practice. He cooperated fully in this proceeding and presented evidence in mitigation.

We recognize that multiple prior disciplinary actions may be a reason to recommend a suspension UFO, as in Banks and Gomric, but we are not required to make that recommendation if the circumstances do not warrant it. In In re Guilford, 115 Ill. 2d 495, 505 N.E.2d 342 (1987), the Court declined to impose a suspension UFO upon an attorney who neglected a client matter and had two prior instances of discipline. Although the Court noted that the prior discipline for similar misconduct was cause for concern, it concluded that a two-year suspension sufficiently protected the public and the integrity of the profession.

Like the Court in Guilford, we have concerns that Respondent engaged in misconduct despite his prior discipline but determine that a two-year suspension will serve the purposes of the disciplinary process. We find it significant that Respondent's misconduct was limited to actions he took on Marta's behalf and did not extend to his representation of any other client. We give substantial weight to Judge Powers' testimony that Respondent has conducted himself honestly

and appropriately in the many instances in which Respondent has appeared before him. We conclude, therefore, that Respondent does not pose a risk to the public that would necessitate a suspension UFO. We determine that a two-year suspension is sufficient to protect the public and the integrity of the profession and to impress upon Respondent the importance of complying with his ethical obligations at all times.

Accordingly, we recommend that Respondent, Peter George Limperis, be suspended for two years.

Respectfully submitted,

Carol A. Hogan
Michael T. Trucco
Justine A. Witkowski

Michael T. Trucco, concurring in part and dissenting in part:

I concur in the majority's findings as to Count I that the Administrator proved that Respondent entered into an improper business transaction with a client, in violation of Rule 1.8(a), and violated Rules 4.1(a) and 8.4(c) by representing to PNC Bank that Peter Papoutsis was the prospective purchaser of Marta's residence when Respondent knew that was not true. I also concur in the finding that the Administrator failed to establish a violation of Rule 1.5(c) due to insufficient proof that Respondent and Marta had a contingent fee agreement for the Bulldog Express Matter.

In Count II, I concur in the majority's finding that Respondent engaged in conduct involving misrepresentation in filing the notice of lien, in violation of Rule 8.4(c). I dissent with respect to the findings that Respondent's conduct also violated Rules 1.2(d) and 4.1(a). Unlike the majority, I find credible Respondent's testimony that he believed he earned fees of $65,000, based on his calculation. Respondent's calculation is supported by the undisputed facts that he represented Marta in multiple matters, and she paid him only $200. Because Respondent

reasonably believed he earned $65,000, I find he had a valid basis for filing the notice of lien and did not knowingly make a false statement of material fact. He was careless in failing to familiarize himself with the Attorneys Lien Act, but we were not presented with evidence establishing the level of knowledge required to prove a violation of Rule 1.2(d) or Rule 4.1(a). For these reasons, I find the Administrator did not meet his burden as to these charges.

Based on the proven misconduct and Respondent's two prior disciplinary sanctions, I concur that a suspension of two years is warranted.

CERTIFICATION

I, Michelle M. Thome, Clerk of the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois and keeper of the records, hereby certifies that the foregoing is a true copy of the Report and Recommendation of the Hearing Board, approved by each Panel member, entered in the above entitled cause of record filed in my office on March 23, 2023.

/s/ Michelle M. Thome
Michelle M. Thome, Clerk of the
Attorney Registration and Disciplinary
Commission of the Supreme Court of Illinois

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