

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

In the Matter of:

PETER GEORGE LIMPERIS,

Attorney-Respondent,

No. 6204953.

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Commission No. 2022PR00003

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Rory P. Quinn, pursuant to Supreme Court Rule 753(b), complains of Respondent, Peter George Limperis, who was licensed to practice law in Illinois on November 8, 1990, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

ALLEGATIONS COMMON TO ALL COUNTS

1. On April 19, 2012, Jacek Glod (“Mr. Glod”) filed a petition for dissolution of his marriage to Marta Glod (“Ms. Glod”) in the Circuit Court of Cook County. The clerk of the court captioned the matter as *Jacek Glod v. Marta Glod*, 2012 D 003897.

2. Prior to April 26, 2012, Respondent and Ms. Glod agreed that Respondent would represent Ms. Glod in case 2012 D 003897. Respondent and Ms. Glod did not agree upon an amount Respondent would accept as his fee. Respondent did not reduce any fee agreement to writing in case 2012 D 003897.

3. On April 26, 2012, Respondent filed his appearance on behalf of Ms. Glod in case 2012 D 003897. On May 9, 2012, Mr. Glod, as Respondent’s former client, filed a motion to

disqualify Respondent from representing Ms. Glod in the divorce proceedings. On June 4, 2012, Respondent withdrew from case 2012 D 003897.

4. On October 18, 2012, PNC Bank, National Association (“PNC”) filed for foreclosure of the mortgage it held on the Glods’ marital home located at 8728 West 103rd Street, Palos Hills, Illinois (“103rd Street Residence”) in the Cook County Circuit Court. The clerk of the court captioned the matter as *PNC Bank, Nat’l Ass’n. v. Glod*, 12 CH 38674.

5. Prior to December 18, 2012, Respondent and Ms. Glod agreed that Respondent would represent Ms. Glod in case 12 CH 38674. Respondent and Ms. Glod did not agree upon an amount that Respondent would accept as his fee. Respondent did not reduce any fee agreement to writing in case 12 CH 38674.

6. On December 18, 2012, Respondent filed an appearance on behalf of Ms. Glod in case 12 CH 38674. Between December 18, 2012 and July 15, 2013, Respondent did not perform any work on case 12 CH 38674. On July 15, 2013, attorney Charles Silverman substituted as Ms. Glod’s attorney in 12 CH 38674.

7. On August 29, 2014, First Peek Ultrasound filed a lawsuit against Ms. Glod in the Cook County Circuit Court alleging a breach of an employment contract. The clerk of the court captioned the matter as *First Peek Ultrasound, LLC. v. Marta Glod and U.S. Technology Center Inc.*, 14 M4 1476.

8. Prior to November 24, 2014, Respondent and Ms. Glod agreed that Respondent would represent Ms. Glod in case 14 M4 1476. Respondent and Ms. Glod did not agree upon an amount Respondent would accept as his fee. Respondent did not reduce any fee agreement to writing in case 14 M4 1476.

9. On November 24, 2014, Respondent filed an appearance on behalf of Ms. Glod in case 14 M4 1476.

COUNT I

(Making a False Statement in a Real Estate Contract, Engaging in a Conflict of Interest, and Failure to Reduce a Contingent Fee Agreement to Writing)

10. Prior to September 18, 2014, Respondent and Ms. Glod agreed that Respondent would represent Ms. Glod in a lawsuit against Mr. Glod's employer Bull Dog Express for failure to withhold maintenance payments from Mr. Glod's paycheck. Respondent and Ms. Glod agreed Respondent would accept a contingency fee equal to an undetermined percentage of any amount recovered on Ms. Glod's behalf.

11. Respondent did not discuss or prepare any written contingency fee agreement for Ms. Glod to review and sign at the time of their initial conversation, or at any time thereafter.

12. On September 18, 2014, Respondent filed a complaint in Will County on behalf of Ms. Glod against Bulldog Express. The clerk of the court captioned the case *Marta Glod v. Bulldog Express, Inc.*, 2014 L 720.

13. Prior to June 5, 2015, Respondent and Ms. Glod agreed that Respondent would attempt to purchase the 103rd Street Residence referred to in paragraph four, above, from PNC. They agreed that Ms. Glod would then make payments to Respondent, and – at some future date – Ms. Glod would secure financing and reacquire the property from Respondent.

14. At no time did Respondent reduce the agreement with Ms. Glod referred to in paragraph 13 to writing.

15. At no time did Respondent advise Ms. Glod to seek independent legal advice before entering into this business transaction.

16. At no time did Respondent obtain the informed consent of Ms. Glod, in a writing signed by Ms. Glod, to the essential terms of the transaction and Respondent's role in the transaction, including whether he represented Ms. Glod in the transaction.

17. On or before June 5, 2015, Respondent signed a real estate contract purporting to be an offer from Peter Papoutsis ("Papoutsis"), a former employee of Respondent, to purchase the 103rd Street Residence ("First Offer"). Respondent placed Papoutsis's initials on each page and signed Papoutsis's signature on the last page. The contract listed Respondent as Papoutsis's attorney.

18. At the time Respondent signed the real estate contract, he knew the contract would be sent to PNC.

19. At no time did Respondent inform Papoutsis of the real estate contract or obtain Papoutsis's permission to represent him in the sale.

20. At no time did Papoutsis give Respondent permission to sign his name on the real estate contract.

21. The real estate contract referred to in paragraph 17, above, was false because Papoutsis had not agreed to Respondent representing him, Respondent affixed the signature of Papoutsis without Papoutsis's permission and Papoutsis had not agreed to purchase the 103rd Street Residence.

22. Respondent knew the real estate contract referred to in paragraph 17 above was false because Papoutsis did not agree to Respondent representing him, Papoutsis did not sign it, did not give Respondent permission to sign it on his behalf, and had not agreed to purchase the 103rd Street Residence.

23. Respondent signed Papoutsis's name to the real estate contract in an effort deceive PNC into believing Papoutsis had an interest in purchasing the 103rd Street Residence.

24. Prior to June 20, 2015, PNC rejected the First Offer. On June 20, 2015, Respondent signed a second real estate contract purporting to be an offer from Respondent, to purchase the 103rd Street Residence ("Second Offer").

25. PNC Bank accepted Respondent's Second Offer and scheduled the transaction for a closing date. Prior to closing on the 103rd Street Residence, Respondent canceled the transaction.

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

- a. failure to enter into a written fee agreement with Ms. Glod in her lawsuit against Bull Dog Express, when his fee was contingent upon the outcome of the matter for the legal services he provided to Ms. Glod, in violation of Rule 1.5(c) of the Illinois Rules of Professional Conduct (2010);
- b. entering into a business transaction with a client, by conduct including agreeing to purchase Ms. Glod's residence and then sell it back to her, without: (1) fully disclosing the terms of the transaction in writing, (2) informing Ms. Glod she may seek the advice of independent legal counsel on the transaction, and (3) obtaining the informed consent of Ms. Glod, in a writing signed by Ms. Glod, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the Respondent represented Ms. Glod in the transaction, in violation of Rule 1.8(a) of the Illinois Rules of Professional Conduct (2010);
- c. knowingly making a false statement of fact or law to a third person, by conduct including listing himself as Papoutsis's attorney, falsely signing Papoutsis's name without his knowledge or authority to the First Offer and causing that false offer to be transmitted to PNC in violation of Rule 4.1(a) of the Illinois Rules of Professional Conduct (2010); and

- d. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including listing himself as Papoutsis's attorney, falsely signing Papoutsis's name without his knowledge or authority to the First Offer and causing that false offer to be transmitted to PNC in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Filing a False Attorney Lien, Assisting a Client in Fraudulent Conduct)

- 27. The Administrator re-alleges paragraphs 10 through 25, above.
- 28. The Attorney's Lien Act, 770 ILCS 5/1, states in part:

Attorneys at law shall have a lien upon all claims, demands and causes of action, including all claims for unliquidated damages, which may be placed in their hands by their clients for suit or collection, or upon which suit or action has been instituted, for the amount of any fee which may have been agreed upon by and between such attorneys and their clients, or, in the absence of such agreement, for a reasonable fee, for the services of such suits, claims, demands or causes of action, plus costs and expenses.

To enforce such lien, such attorneys shall serve notice in writing, which service may be made by registered or certified mail, upon the party against whom their clients may have such suits, claims or causes of action, claiming such lien and stating therein the interest they have in such suits, claims, demands or causes of action. Such lien shall attach to any 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, from and after the time of service of the notice.

- 29. On May 19, 2016, the court issued a Judgment of Foreclosure and Sale on the 103rd Street Residence in case 12 CH 38674. Pursuant to the foreclosure order, the property was placed up for a public auction scheduled for August 22, 2016.

30. Prior to August 17, 2016, Ms. Glod enlisted the aid of real estate agent Joe Bakarar ("Bakarar"). Ms. Glod and Bakarar agreed Bakarar would attend the auction on August 22, 2016 and attempt to purchase the 103rd Street Residence.

31. On August 17, 2016, Respondent, Ms. Glod, and Bakarar arrived at Respondent's office. Respondent and Ms. Glod agreed Respondent would file an attorney lien on the 103rd Street Residence. Ms. Glod informed Respondent she expected Bakarar to purchase the property at the auction for a reduced sum due to the lien.

32. Respondent's attorney lien was false because there was no valid basis for the lien and Ms. Glod intended to use the lien to discourage other bidders at the sheriff's sale and to secure the property for a reduced price.

33. Respondent knew the attorney lien was false because Respondent knew there was no valid basis for the attorney lien and Respondent knew Ms. Glod intended to use the lien to discourage other bidders at the sheriff's sale and to secure the property for a reduced price.

34. On August 17, 2016, Respondent drafted and signed a claim of attorney's lien that contained the following statements:

...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

35. The attorney's lien was false because Ms. Glod did not have an outstanding balance due to Respondent of \$65,000 for legal services and expenses.

36. Respondent knew it was false because Respondent knew Ms. Glod did not have outstanding balance of \$65,000 owed to him for legal services and expenses.

37. Respondent's statements that the lien was in accordance with a written contract and for services rendered in cases 2014 M4 1476, 2012 D 3897, and 2014 L 720 were also false because Respondent did not have a written contract with Ms. Glod for any of the aforementioned cases.

38. Respondent knew the statements were false because he did not have a written contract for legal fees in cases 2014 M4 1476, 2012 D 3897, or 2014 L 720.

39. Respondent's claim of attorney lien was not valid under 770 ILCS 5/1 because the lien was not upon a claim, demand, or cause of action given to Respondent by Ms. Glod, and at no time did Respondent comport with the notice requirement of 770 ILCS 5/1.

40. On August 18, 2016, Respondent filed his claim of attorney's lien with the Cook County Recorder of Deeds. On the same day, the Cook County Recorder of Deeds recorded the lien on the 103rd Street Residence.

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

- a. counseling or assisting Ms. Glod in conduct that the lawyer knows is criminal or fraudulent, by conduct including preparing and filing a false attorney's lien for Ms. Glod and assisting Ms. Glod in obstructing the court ordered public auction of the 103rd Street Residence, in violation of Rule 1.2(d) of the Illinois Rules of Professional Conduct (2010);
- b. knowingly making a false statement of fact or law to a third person, by conduct including preparing, signing, and filing an attorney's lien for false purposes with the Cook County Recorder of Deeds in violation of Rule 4.1(a) of the Illinois Rules of Professional Conduct (2010); and
- c. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including preparing and filing a false attorney's lien for Ms. Glod, assisting Ms. Glod in obstructing the court-ordered public auction of the 103rd Street Residence, and filing a false attorney's lien with the Cook County Recorder of Deeds, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully Submitted

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/ Rory P. Quinn
Rory P. Quinn

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