In re Peter George Limperis
Respondent-Appellee/Cross-Appellant

Commission No. 2022PR00003

Synopsis of Review Board Report and Recommendation
(September 2023)

The Administrator brought a two-count complaint against Respondent. Count I charged Respondent with entering into a business transaction with a client, without complying with all of the required safeguards, in that Respondent failed to reduce the terms of their agreement to writing and failed to obtain his client's written consent, in violation of rule 1.8(a) of the Illinois Rules of Professional Conduct (2010). Count I also charged Respondent with knowingly making a false statement and engaging in dishonest conduct by submitting a real estate contract to PNC Bank offering to purchase his client's house, in which Respondent used and signed another attorney's name as the buyer, without permission, in violation of Rules 4.1(a) and 8.4(c). Count II charged Respondent with filing a false lien on his client's house in order to dishonestly manipulate the court ordered sale of that house by driving down the price, thereby assisting his client in conduct that Respondent knew was fraudulent; knowingly making a false statement; and engaging in dishonest conduct, in violation of Rules 1.2(d), 4.1(a), and 8.4(c).

The Hearing Board found that Respondent committed the charge misconduct and recommended that Respondent be suspended for two years.

The Administrator appealed, challenging the Hearing Board's sanction recommendation, and asking the Review Board to recommend a two-year suspension, until further order of the Court. Respondent cross appealed, also challenging the Hearing Board's sanction recommendation, and asking this Board to recommend a one-year suspension.

The Review Board recommended that Respondent be suspended for two years and until he completes the ARDC Professionalism Seminar.

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

FILED

September 19, 2023

ARDC CLERK

In the Matter of:

PETER GEORGE LIMPERIS,

Respondent-Appellee/
Cross-Appellant,

No. 6204953.

Commission No. 2022PR00003

REPORT AND RECOMMENDATION OF THE REVIEW BOARD

SUMMARY

Administrator brought a two-count complaint against Respondent. Count I of the complaint charged Respondent with entering into a business transaction with a client, without complying with all of the required safeguards, in that Respondent failed to reduce the terms of their agreement to writing, and failed to obtain his client's written consent, in violation of Rule 1.8(a) of the Illinois Rules of Professional Conduct (2010).

Count I also charged Respondent with knowingly making a false statement and engaging in dishonest conduct by submitting a false real estate contract to PNC Bank offering to purchase his client's house, in which Respondent fraudulently used and signed another attorney's name as the buyer, without permission, in violation of Rules 4.1(a) and 8.4(c).

Count II charged Respondent with filing a false lien on his client's house, in order to dishonestly manipulate the court-ordered sale of that house by driving down the price, thereby assisting his client in conduct that Respondent knew was fraudulent; knowingly making a false statement; and engaging in dishonest conduct, in violation of Rules 1.2(d), 4.1(a), and 8.4(c).

Following a disciplinary hearing, at which Respondent was represented by counsel, the Hearing Board found that Respondent committed the charged misconduct. The Hearing Board recommended that Respondent be suspended for two years.

The Administrator appealed, challenging the Hearing Board's sanction recommendation, and asking this Board to recommend a two-year suspension, until further order of the Court ("UFO"). Respondent cross-appealed, also challenging the Hearing Board's sanction recommendation, and asking this Board to recommend a one-year suspension. The only issue on appeal is the appropriate sanction.

Oral argument in this case was held on August 11, 2023.

For the reasons that follow, we recommend that Respondent be suspended for two years until he completes the ARDC Professionalism Seminar.

BACKGROUND

Respondent

Respondent was admitted to practice law in Illinois in 1990. He worked for a law firm for five years and then opened his own practice, which he has had since 1995. Respondent's practice focuses on criminal cases, workman's compensation, family law, personal injury, and traffic cases. Respondent was disciplined on two prior occasions, in 1998 and 2013.

Respondent's Misconduct

Respondent's misconduct arose from his representation of a client, Marta Glod, in connection with the foreclosure and sale of Glod's house. The facts in this matter are set out in greater detail in the Hearing Board's Report.

In 2012, PNC Bank filed a foreclosure action, seeking to foreclose on Glod's house. Respondent represented Glod in the foreclosure case for approximately ten months, and then Glod hired other attorneys to handle that case.

Between 2012 and 2016, Respondent also represented Glod in three other cases, which included her divorce, a case involving her former employer, and a case against her husband's employer for failing to withhold and pay child support. There were no written fee agreements in any of the cases. Respondent represented Glod only briefly in her divorce case because Respondent had a conflict of interest; Respondent had previously represented Glod's husband, and the court ordered Respondent to withdraw from the divorce case based on Respondent's conflict of interest.

Respondent and Glod had a personal relationship between 2012 and early 2015. That relationship began at a time when Glod was not his client and ended before Respondent engaged in the charged misconduct.

The agreement to purchase Glod's house: In 2015, Respondent agreed with Glod, that he would purchase her house, which was in foreclosure, and that he would rent the house to her or quitclaim it to her, so she could remain in the house. According to Respondent, he told Glod that the house would be hers after he purchased it, and he would transfer the property to her with a quitclaim deed, if she wanted. They agreed that Glod would pay the mortgage. Additionally, Glod agreed to give Respondent $20,000 towards the purchase price of the property. According to Glod, who testified at the disciplinary hearing, Respondent also promised that he would make sure that she did not lose the house.

Respondent did not prepare a written document setting out the terms of their agreement, specifying that the house would belong to Glod; identifying what steps he would take

to purchase the house; or explaining the purpose of her $20,000 payment. Respondent also failed to obtain her written consent.

Respondent attempted to purchase the house at a discounted price and withdrew from the deal when he was unable to do so. Thus, the transaction was never completed.

The real estate contract: In June 2015, Respondent submitted a real estate contract to PNC bank, offering to purchase Glod's house for a deeply discounted price. In that contract, Respondent falsely represented that another attorney, Peter Papoutsis, was the purchaser, and Respondent signed Papoutsis's name to the contract, without Papoutsis's knowledge or consent.

Papoutsis had not agreed to purchase the property and had not authorized Respondent to use or sign his name on the contract. Respondent listed Papoutsis as the buyer in order to conceal the fact that Respondent was trying to purchase his client's house. The bank turned down that real estate contract because the amount of the offer was too low.

Shortly thereafter, Respondent submitted another real estate contract, in his own name, in another attempt to purchase the house, offering a higher price. Respondent also submitted a $5,000 check as earnest money. That check was drawn on Respondent's trust account, in which Respondent was commingling his own personal funds with client funds. The bank accepted Respondent's offer to purchase the house pursuant to the terms of the second contract. However, Respondent changed his mind because the price was too high, and he withdrew from the deal.

The attorney's lien filed on Glod's house: In May 2016, the court entered a foreclosure judgment against Glod's house, and ordered that the house be sold at a public auction, which was scheduled for August 2016. Shortly before the auction, Respondent filed an attorney's lien on Glod's house, claiming that Glod owed him $65,000 of legal fees, even though Respondent

did not intend to collect any attorney's fees from Glod. Respondent filed the lien with the Cook County Recorder of Deeds.

According to Respondent, Glod asked him to file the lien in order to discourage other people from buying the house, so that Glod could purchase the house at the auction for a decreased price. The purpose of filing the lien was to cloud the title, which would drive the price down. Respondent testified that he filed the lien based on Glod's request, because Glod thought it would help her get a lower price at the court-ordered sale of the house.

The lien indicated that Glod owed Respondent $65,000 for legal services, which he provided to her in three cases, pursuant to a written contract. Respondent admitted that there was no written contract as stated in the lien. He also admitted that he never intended to seek the payment of any legal fees from Glod, and they had agreed that all of his fees would be covered by funds he recovered from one of her cases, in which the defendant would be responsible for paying his fees.

As it turned out, Glod was not able to purchase the house at the auction. Instead, a couple purchased the house, and Glod later bought the house from that couple.

In 2018, Glod asked Respondent to release the lien. Instead of simply agreeing to release the lien, Respondent demanded that Glod pay him $10,000 to release it, even though Glod did not owe him any money. Respondent subsequently released the lien without receiving any payment.

Respondent's Prior Discipline

In 1998, Respondent was censured for signing a settlement check on behalf of another attorney without that attorney's knowledge, failing to promptly pay that attorney, depositing those funds into an account that was not a trust account, and commingling funds in that

case. *See In re Limperis*, 1996PR00060 (Review Bd., Feb. 17, 1998), *petition for leave to file exceptions denied*, M.R. 14834 (May 27, 1998).

In 2013, Respondent was suspended for 30 days, and he was required to complete a law office management class. He failed to safeguard a $2,760 cash payment that he agreed to hold in escrow in connection with a real estate transaction. Respondent spent those funds instead of holding them in a trust account. Respondent also commingled his own personal funds with client funds in his client trust account. *See In re Limperis*, 2010PR00126 (Review Bd., March 28, 2013), *petition for leave to file exceptions denied*, M.R. 26085 (Oct. 16, 2013).

HEARING BOARD'S FINDINGS AND RECOMMENDATION

Misconduct Findings

The Hearing Board found that Respondent failed to safeguard Glod's interests by failing to prepare a written agreement concerning Respondent's purchase of her house, and failing to obtain written consent from her, in violation of Rule 1.8(a).

The Hearing Board also found that Respondent falsely represented to PNC bank that Papoutsis was the potential buyer of Glod's house, and Respondent dishonestly signed Papoutsis's name on the contract that Respondent submitted to the bank, in violation of Rules 4.1(a) and 8.4(c).

A majority of the Hearing Board found that Respondent intentionally assisted Glod in committing fraudulent conduct by filing a lien against Glod's house in order to help Glod dishonestly manipulate the court-ordered sale of her house, and that Respondent dishonestly and falsely represented in the lien that Glod owed him $65,000 of attorney's fees pursuant to a contract, in violation of Rules 1.2(d), 4.1(a), and 8.4(c). One panel member dissented, finding that Respondent did not intentionally assist in fraudulent conduct and did not knowingly make a false

statement, but concurred that Respondent violated Rule 8.4(c), finding that Respondent engaged in conduct involving a misrepresentation.

Mitigation and Aggravation Findings

In mitigation, the Hearing Board considered the following: Respondent provided *pro bono* services and he was active in his church, which included donating money to the church. He did charitable work with a Greek non-profit organization, the Pan Arcadians, which included raising money to support a hospital in Greece. He cooperated with the disciplinary proceeding, and two judges testified that Respondent has an excellent reputation for honesty. Respondent's misconduct involved only one client and he was trying to help Glod keep her home. Additionally, he helped Glod financially because she was not working, and she was grateful for his help.

In aggravation, the Hearing Board found that Respondent does not appear to fully understand or appreciate why his actions were unethical; his misconduct was not an isolated instance; and he has two prior disciplinary cases.

Recommendation

The Hearing Board recommended that Respondent be suspended from the practice of law for two years.

SANCTION RECOMMENDATION

The only issue on appeal is the appropriate sanction for Respondent's misconduct. The Administrator argues that a two-year suspension, UFO, is warranted given the serious nature of the misconduct and the aggravating factors. Respondent argues that a one-year suspension is the appropriate sanction, given the mitigating factors in this case.

We review the Hearing Board's sanction recommendation *de novo*. *See In re Storment*, 2018PR00032 (Review Bd., Jan. 23, 2020) at 15, *petition for leave to file exceptions*

denied, M.R. 030336 (June 8, 2020). We consider the nature of the misconduct and aggravating and mitigating circumstances shown by the evidence, *see In re Gorecki*, 208 Ill. 2d 350, 360-61, 802 N.E.2d 1194, 1200 (2003), while keeping in mind that the purpose of discipline is not to punish the attorney but rather to protect the public, maintain the integrity of the legal profession, deter other misconduct, and protect the administration of justice from reproach. *See In re Timpone*, 157 Ill. 2d 178, 197, 623 N.E.2d 300 (1993); *In re Discipio*, 163 I11. 2d 515, 528, 645 N.E.2d 906 (1994).

For the reasons set forth below, we recommend that Respondent be suspended for two years and until he completes the ARDC Professionalism Seminar. We believe that a two-year suspension will serve the purposes of attorney discipline, including that it will deter Respondent from engaging in misconduct in the future, which is a significant factor in this case. We also believe that completion of the Professionalism Seminar will help Respondent understand his ethical obligations.

Respondent argues that a one-year suspension is the appropriate sanction in this case, given the significant mitigating factors, including that his misconduct was limited to one client; he cooperated fully in the disciplinary proceedings; he has a history of helping people and engaging in charitable activities; he provided *pro bono* services and donated funds; and two judges testified that Respondent has an excellent reputation for honesty. We have given careful consideration to Respondent's arguments, but we conclude that a one-year suspension is insufficient to deter Respondent from engaging in future misconduct.

At the same time, we decline to recommend a UFO sanction, as suggested by the Administrator. After hearing testimony from Respondent and the character witnesses, the Hearing Board found that "Respondent does not pose a risk to the public that would necessitate a suspension

UFO." (Hearing Bd. Report at 23.) We agree with that conclusion. Although the Administrator makes some good arguments, we believe that imposing a UFO sanction would be an unreasonably harsh result, which would only serve to punish Respondent.

The Hearing Board's analysis in this case was well-reasoned, thorough, and thoughtful, and the Hearing Board had the opportunity to observe Respondent testify. We agree with the Hearing Board's analysis and arrive at the same recommendation (with the addition of the professionalism seminar), which we believe is a just and appropriate sanction based on the facts and the law.

The Serious Nature of the Misconduct

The Hearing Board found, and we agree, that "Respondent's misconduct was very serious because of its dishonest nature." (Hearing Bd. Report at 19.) Respondent knowingly engaged in fraud by submitting a real estate contract to the bank, in which Respondent used and signed Papoutsis's name as the purchaser on the real estate contract, without authorization. It is completely inexcusable that Respondent signed Papoutsis's name on the contract. Doing so was not simply a mistake on Respondent's part or even a lack of understanding of the ethical rules. Almost any reasonable adult, with or without a legal background, knows that signing someone else's name on a contract, without having permission to do so, is unethical.

Respondent was attempting to purchase a valuable property in a short sale at the lowest price possible, and he used Papoutsis's name to conceal the fact that Respondent, who was Glod's attorney, was trying to buy the house. Respondent attempted to mislead the bank by making it appear that a disinterested third party was purchasing the house in an arms-length transaction. When that failed, Respondent offered to purchase the house at a higher price, but later changed his mind when it became clear that the deal would not be exceedingly profitable.

Respondent also committed fraud by preparing and filing a false attorney's lien on Glod's house, after the court ordered that the house be sold to repay the bank. Respondent attempted to undermine and defeat the court-ordered sale of the house by manipulating the price at which the house would be sold. Respondent was trying to dishonestly lower the amount of money that the bank would receive from the sale of the house. Additionally, the house was being offered for sale to the public, and Respondent tried to mislead the public into believing that there was a cloud on the title, thereby discouraging members of the public from buying the house. Respondent committed a fraud on the court, the bank, and the public.

It also reflects badly on the legal profession that Respondent misused the legal system. Although the law allows genuine liens to be filed where there is a legitimate debt, Respondent was not trying to collect a legitimate debt, he was trying to manipulate the price of the house at the court-ordered sale, thereby abusing the legal system. We also note that Respondent attempted to dismiss the seriousness of his misconduct by asserting there was "no harm/no foul" in filing that lien. (Tr. 143). That testimony indicates he is unwilling to acknowledge the gravity of his actions.

Finally, it was serious misconduct that Respondent did not safeguard Glod's interests in terms of Respondent's purchasing her house, in that Respondent failed to prepare a written agreement and obtain written consent. It was not just a technical violation of the ethical rules or simply an insignificant oversight. Respondent promised Glod that he would buy the house and quitclaim it to her, but he did not prepare a written agreement setting out those promises. An agreement that is not in writing offers little or no protection to the beneficiary of that contract, and in this case, Glod was the beneficiary.

Absent a written agreement, once Respondent owned the house, he could have done whatever he wanted with it, including selling the house for a profit or renting it out to generate income. In terms of his promise to quitclaim the house to Glod, Respondent might have changed his mind if his relationship with Glod soured, which appears to have happened by 2018, when Respondent demanded that Glod pay him $10,000 to release the lien on the house.

Although Respondent agreed he would try to buy the house and (according to Glod) he promised that he would make sure that she did not lose the house, he did not create a written document spelling out what steps he would take to purchase the house. We note that after the bank accepted Respondent's offer to purchase the house, Respondent withdrew from the deal because he thought the price was too high, thereby leaving Glod to face foreclosure and eviction, despite his earlier assurances.

Aggravating Factors

There are significant aggravating factors here, including that Respondent failed to fully accept responsibility for his misconduct; he attempted to justify and minimize his misconduct; key portions of his testimony at the disciplinary hearing were unreliable and misleading; and he has two prior disciplinary cases. Respondent also failed to express genuine remorse; failed to fully acknowledge that his actions were unethical; and he demanded that Glod pay $10,000 to have the lien released, even though there was no legitimate basis for Respondent's demand.

Moreover, in aggravation, Respondent commingled his funds with client funds in his client trust account, which came to light because Respondent provided a $5,000 earnest-money check to the bank that was drawn on personal funds he was holding in his client trust account. The requirement that an attorney keep and protect funds belonging to clients and other third parties

separate from his own funds is well established. *See In re Grant*, 89 Ill. 2d 247, 253, 433 N.E.2d 259 (1982) ("[T]his court has emphatically and unequivocally condemned the commingling of clients' funds with the attorney's own ... [and] it seems incredible that the practice persists."); *see also* Rule 1.15 (requiring that attorneys keep their own funds separate from funds belonging to clients and third parties).

We also note that Respondent represented Glod in at least five cases without having a written fee agreement in any of those cases, and the divorce court judge found that Respondent engaged in a conflict of interest by representing Glod after he had previously represented her husband. Additionally, although Respondent agreed to hold $5,000 in escrow in connection with a separate real estate transaction, he deposited those funds into the account that he had established to hold the rental payments for Glod's house. Although we do not view those actions as aggravating factors, we believe that the ARDC Professionalism Seminar, which addresses ethical obligations and law office management, will help Respondent improve the choices he makes in representing clients in the future.

Respondent's Attempt to Justify and Excuse His Misconduct

At the disciplinary hearing, Respondent repeatedly offered excuses for his misconduct. Instead of acknowledging that his conduct was unethical and expressing remorse, he attempted to justify and minimize his actions.

The real estate contract: Respondent testified that he mistakenly thought he had Papoutsis's permission to use of his name on the real estate contract to buy Glod's house, even though Papoutsis had no intention of buying the house. The Hearing Board rejected that testimony, stating, "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." (Hearing Bd. Report at 10.) We agree that Respondent's testimony was not credible. We believe his testimony was an ill-conceived attempt by Respondent to defend his wrongdoing and avoid a finding of intentional misconduct relating to the contract.

The attorney's lien: Respondent testified he did not believe the lien was fraudulent because he had earned $65,000 in legal fees. (Tr. 145.) A majority of the Hearing Board rejected Respondent's testimony, finding that Respondent "signed and filed the lien knowing it was being filed for a fraudulent purpose." (Hearing Bd. Report at 14.)

We agree that Respondent's testimony was not credible. Respondent admitted that he filed the lien in order to manipulate the price of the house at the sheriff's sale. (Tr. 110, 154.) He also admitted that he did not file the lien to collect a debt; he never intended to obtain any money through the use of the lien; and he thought the lien was worthless. (Tr. 109, 142-43.) Additionally, he testified that he and Glod agreed that all of his fees would be covered by funds he recovered from one of her cases, in which the defendant would be responsible for paying Respondent's fees. (Tr. 90-92.) Thus, Glod did not owe him $65,000. Based on his own testimony, it is clear that he knew the lien was fraudulent when he filed it; thus, his testimony to the contrary was misleading.

Respondent also attempted to minimize the fact that he made a false statement in the lien when he stated that he was owed fees "in accordance with a written contract with the property owner, Marta Glod." (Admin. Ex. 5.) In fact, Respondent never had a contract with Glod. Respondent attempted to dismiss that false statement by claiming it was just "boilerplate" language. (Tr. 115.) The lien, however, is a one-page document, containing only four paragraphs, and that statement was not part of complicated or arcane boilerplate language that Respondent

might have overlooked or failed to read carefully. It appears Respondent simply did not want to acknowledge that he had dishonestly made a false statement in a legal document.

The oral agreement to purchase Glod's house: Respondent did not fully accept responsibility or acknowledge wrongdoing for failing to protect Glod's interests in connection with his purchase of her house, and he attempted to minimize and justify the fact that he did not prepare a written agreement or obtain her written consent. Instead, he argued that Glod had an attorney in the foreclosure case, as if that fact relieved Respondent of any duty to protect his client's interests. We note that Glod's foreclosure attorney had no part in negotiating the agreement or preparing documents concerning Respondent's purchase of the house.

Respondent's self-interest: Respondent also attempted to justify his misconduct by testifying that he was just trying to help Glod. That testimony, however, minimizes and conceals the fact that Respondent also stood to gain a substantial benefit for himself, if he had been able to purchase the house at a deeply discounted price, as he attempted to do. He would have owned a valuable property that was worth more than he paid for it. Although it seems almost incomprehensible that Respondent would engage in this type of dishonest and reckless conduct, the fact that Respondent stood to benefit by obtaining ownership of a house at a discounted price explains why he would be willing to take the risks that he did.

Along the same lines, on appeal Respondent argues that a lower sanction is appropriate because his misconduct resulted from his personal relationship with Glod. Their personal relationship, however, ended before Respondent engaged in the misconduct here, which makes it less likely that he was acting solely for Glod's benefit. At the disciplinary hearing, Respondent did not argue that his misconduct was tied to his personal relationship with Glod, and he attempted to preclude any information about their relationship being offered into evidence.

Moreover, Respondent disregarded Glod's interests when he withdrew from the deal to purchase the house, thereby leaving Glod to face foreclosure. Nevertheless, regardless of his relationship with Glod, Respondent was obligated to meet his ethical obligations. *See In re Timpone*, 208 Ill. 2d 371, 385-86, 804 N.E.2d 560 (2004) ("Respondent does not appear to have grasped the importance of his ethical obligations, particularly when his friends are his clients.")

Respondent failed to take responsibility for his wrongdoing, failed to express sincere remorse, and attempted to excuse and defend his actions. Respondent's attempt to minimize and justify his actions is a significant aggravating factor.

Prior Discipline

Respondent was disciplined in two prior cases, in 1998 and 2013. We note that only two years elapsed between his disciplinary case in 2013 and the misconduct in this case, which began in 2015. Respondent's prior discipline is also a significant aggravating factor here.

The Hearing Board stated, "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." (Hearing Bd. Report at 21.) We agree. The fact that the two prior disciplinary cases did not deter Respondent casts serious doubt on his ability or willingness to abide by the Rules of Professional Conduct. We believe, however, that Respondent will be deterred by a two-year suspension.

Respondent's misconduct here is similar to certain aspects of the misconduct in the two prior cases. In 1998, Respondent was disciplined, in part, for signing another attorney's name on a settlement check, without authority. In this case, he signed another attorney's name on the

real estate contract, without authority, thereby repeating his earlier misconduct. Respondent also improperly commingled funds in 1998.

In 2013, Respondent was disciplined, in part, because he improperly commingled funds by keeping personal funds in his client trust account, along with client funds. In 2015, in the instant case, Respondent once again improperly commingled funds by keeping personal funds in his client trust account, along with client funds, thereby repeating his earlier misconduct. In 2013, the Review Board warned Respondent that commingling personal funds with client funds violated the ethical rules and placed client funds at risk. Nevertheless, Respondent disregarded that warning and commingled fund again in 2015.

The 2013 Review Board stated that Respondent "disregarded the most basic and important rules pertaining to handling client funds. This disregard concerns us and causes us to question whether he appreciates the importance of his ethical obligations." *Limperis*, 2010PR00126 (Review Bd., March 28, 2013) at 5-6. We reiterate that concern here. In recommending a two-year suspension, rather than the one-year suspension requested by Respondent, we take into consideration the fact that Respondent was given two prior chances to mend his ways, practice law responsibly, and err on the side of caution, but he elected to engage in misconduct instead.

The Mitigating Factors

We are convinced that a two-year suspension is appropriate because it properly balances the mitigating factors with the serious nature of the misconduct and the aggravating factors. Although the Administrator argues that a UFO sanction is warranted in this case, we disagree given the significant mitigating factors.

Respondent provided *pro bono* services and he was active in his church, which included donating money to the church. He did charitable work with a Greek non-profit organization, the Pan Arcadians, which included raising money to support a hospital in Greece, and he helped other individuals. He cooperated with the disciplinary proceedings and his misconduct related to only one client. Moreover, two judges testified that Respondent has an excellent reputation for honesty.

The mitigating factors show that Respondent has the ability to act ethically and responsibly when he elects to do so. We believe that a two-year suspension will motivate Respondent to comply with the ethical rules in the future.

Relevant Legal Authority

We have considered all of the cases cited by the parties and the Hearing Board, as well as the cases discussed below, and we conclude that a two-year suspension and until completion of the Professionalism Seminar is the appropriate sanction. We believe that a two-year suspension is consistent with sanctions imposed in other cases involving similar misconduct.

In support of the argument that a UFO sanction is warranted here, the Administrator cites a number of cases for the proposition that a UFO sanction is appropriate where an attorney fails to grasp the importance of his ethical obligations and shows an unwillingness to abide by the ethical rules. (*See* Admin. Brief at 16-17.) None of the cases cited by the Administrator, however, involve misconduct that is similar to the misconduct in the instant case. *See, e.g.*, *In re Houdek*, 113 Ill. 2d 323, 327, 497 N.E.2d 1169 (1986) (two-year suspension, UFO, for neglecting a legal matter, lying to a client, commingling and converting funds, failing to make restitution, and failing to cooperate in the disciplinary proceeding, which included fabricating evidence); *In re Timpone*, 208 Ill. 2d 371, 804 N.E.2d 560 (2004) (three-year suspension, UFO, for converting funds, failing

to repay a loan from a client, and lying to the ARDC; he presented no mitigation and he had two prior disciplinary cases, including one in which he had been suspended for three years for converting funds); *In re Vickers*, 2000PR00077 (Review Bd., Aug. 6, 2002), *approved and confirmed*, M.R. 18384 (Nov. 26, 2002) (two-year suspension, UFO, for neglecting cases, including two cases that were dismissed, practicing law without a license, failing to communicate, lying to a client's son, and failing to refund an unearned fee; he presented no mitigating evidence and had a prior disciplinary case for similar conduct). Those cases are inapplicable because the misconduct in those cases was more egregious than the misconduct here.

Respondent, on the other hand, cites *In re Hays,* in support of his argument that a one-year suspension is warranted. *See In re Hays*, 2005PR00003 (Review Bd, June 6, 2006), *petition to file exceptions denied*, M.R. 21050 (Dec. 1, 2006). Hays fabricated a marital settlement agreement and forged his wife's signature on that agreement and an appearance form. He also lied to the court about the settlement agreement and obtained a dissolution of the marriage without his wife's knowledge. In aggravation, Hays had a prior disciplinary case for making false statements to a fugitive in order to help capture him; in mitigation, Hays self-reported the misconduct to the ARDC; he accepted responsibility; he offered evidence of his good character; he worked as a part-time public defender; and he had serious health problems.

We recognize the seriousness of the misconduct in *Hays*, in which a one-year suspension was imposed. We believe, however, that a two-year suspension is more appropriate in this case given the totality of Respondent's actions, including that Respondent failed to fully accept responsibility or express remorse; he provided implausible testimony in an attempt to minimize and justify his misconduct; he is unwilling to acknowledge the gravity of his unethical actions; he signed another attorney's name on a contract to mislead a bank; he failed to protect his client's

interests; he committed a fraud on the court, the bank, and the public by filing a false lien; he demanded $10,000 to release the lien; he has two prior disciplinary cases and his misconduct here repeated aspects of his misconduct in those two cases.

In recommending a two-year suspension, the Hearing Board in this matter cited *In re Thebeau*, 111 Ill. 2d 251, 489 N.E.2d 877 (1986). In *Thebeau*, the attorney agreed to his client's forging several signatures on legal documents during a probate case in order to avoid a delay in concluding that case. Thebeau fraudulently notarized those signatures, and misrepresented certain facts to the judge in the probate case. In the disciplinary proceeding, the Illinois Supreme Court determined that a two-year suspension was warranted for Thebeau's misconduct. (The Court imposed only a one-year suspension, however, because Thebeau had closed his law practice two years earlier and had not practiced law since that time.) In mitigation, Thebeau had no prior discipline, he expressed contrition, the misconduct related to only one matter, he was trying to help his clients conclude the probate case quickly, and he was not acting for his own benefit.

The Hearing Board also cited *In re Lamis*, 1998PR00063 (Hearing Bd., July 13, 1999), *petition for reciprocal discipline denied and sanction increased*, M.R. 16112 (Sept. 29, 1999) (16-month suspension and until Lamis was reinstated in California). There, in response to a motion for summary judgment, Lamis filed two expert witness declarations that did not contain authentic signatures. Lamis signed one declaration and had someone else sign the other one. The declaration that Lamis signed contained incorrect financial calculations and a statement that the expert had not approved. Lamis also lied to the court about who signed those declarations. In mitigation, Lamis had no prior discipline, he admitted his misconduct and expressed remorse, he was not motivated by personal gain, and he cooperated in the disciplinary proceedings. We agree with the Hearing Board that *Thebeau* and *Lamis* provide guidance here.

Additionally, we also rely on several other comparable cases, discussed below, in which two-year or three-year suspensions were imposed, where the attorneys signed someone else's name or created false documents.

In *In re Costigan*, 63 Ill. 2d 230, 347 N.E.2d 129 (1976), the attorney was suspended for two years for forging trustees' names on various documents to obtain loans. In mitigation Costigan had not been the subject of prior discipline in over 40 years of practice; he expressed remorse; and he presented substantial evidence from character witnesses that included clients and judges.

In *In re Harmon*, 2004PR00018, *petition to impose discipline on consent allowed*, M.R. 20115 (June 10, 2005), the attorney was suspended for three years. Harmon, who was in the Army Reserve, created two false letters and signed the name of Army Reserve officers on the letters, without authority. He used one letter in an attempt to avoid a speeding ticket and used the other letter in an attempt to convince a lender to refinance his mortgage. In mitigation, he expressed regret, he had no prior discipline, he was active in the community, and he resigned from his law firm, and from the Army Reserve, thereby forfeiting his pension and future benefits.

In *In re Cummins*, 1996PR00919, *petition to impose discipline on consent allowed*, M.R. 13249 (March 21, 1997), the attorney was suspended for two years. He created fictitious bank records and financial records in order to conceal his accidental conversion of $2,000 of client funds; he also failed to disclose to the probate court his conversion of those funds; and he commingled funds. In mitigation, he had no prior discipline during his 20-year career, he was candid during the disciplinary proceeding; he expressed remorse; and he was not a danger to the public.

In *In re Williams,* 2006PR00088, *petition to impose discipline upon consent allowed*, M.R. 21629 (June 8, 2007), the attorney was suspended for two years. He fabricated false bank correspondence and false auto insurance cards, which he gave to his wife to conceal his failure to pay the bills for their credit card and insurance. Additionally, he practiced law for approximately two years after he failed to register and was removed from the master roll of attorneys. In mitigation, he had no prior discipline, and he was cooperative.

In *In re Wiensch*, 2018PR00103, *petition for reciprocal discipline allowed,* M.R. 029652 (April 9, 2019), the attorney was suspended for two years for creating false documents and submitting them to the IRS on behalf of his clients, who were spouses, over a period of years, in the context of federal tax audits. He also made false statements to the IRS. In mitigation, he had no prior discipline and cooperated with the disciplinary proceedings.

We find that a two-year suspension is consistent with the discipline that was imposed in those cases, and that it is commensurate with Respondent's misconduct. We believe that a lesser sanction would minimize the gravity of Respondent's actions and a more severe sanction would be punitive.

CONCLUSION

Accordingly, we recommend that Respondent be suspended for two years and until Respondent completes the ARDC Professionalism Seminar. We believe that the recommended sanction serves the goals of attorney discipline by acting as a deterrent to Respondent and other attorneys, thereby protecting the public, and that it will help to preserve public confidence in the legal profession.

Respectfully submitted,

R. Michael Henderson
Charles E. Pinkston, Jr.
Michael T. Reagan

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 Review Board, approved by each Panel member, entered in the above entitled cause of record filed in my office on September 19, 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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BEFORE THE REVIEW BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION
AND
DISCIPLINARY COMMISSION

FILED
September 19, 2023
ARDC CLERK

In the Matter of:

PETER GEORGE LIMPERIS,

Respondent-Appellee/
Cross-Appellant,

No. 6204953.

Commission No. 2022PR00003

PROOF OF SERVICE
OF THE REPORT AND RECOMMENDATION
OF THE REVIEW BOARD

I, Andrea L. Watson, hereby certify that I served a copy of the Report and Recommendation of the Review Board on the parties listed at the addresses shown below by email and regular mail, by depositing it with proper postage prepaid, by causing the same to be deposited in the U.S. Mailbox at One Prudential Plaza, 130 East Randolph Drive, Chicago, Illinois 60601 on September 19, 2023, at or before 5:00 p.m. At the same time, a copy was sent to Counsel for the Administrator-Appellant/ Cross-Appellee by e-mail service.

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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 she verily believes the same to be true.

Michelle M. Thome,
Clerk

/s/ Andrea L. Watson

By: Andrea L. Watson
Deputy Clerk