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

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| In the Matter of:<br><br>PAUL ANTHONY TANZILLO,<br><br>Attorney-Respondent<br><br>No. 6192433. | Commission No. 2020PR00056 |

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Melissa A. Smart, pursuant to Supreme Court Rule 753(b), complains of Respondent, Paul Anthony Tanzillo, who was licensed to practice law in Illinois on May 8, 1986, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I
(*Conflict of interest and failure to communicate and consult with Twin Peaks employees regarding ordinance violations*)

1. At all times alleged in this complaint, Respondent was the owner and sole attorney providing legal services under the auspices of Tanzillo Law Group, LLC ("Tanzillo Law Group"). Respondent, through the Tanzillo Law Group, owned a portion of the law firm of Tanzillo Gallucci, LLC ("Tanzillo Gallucci").

2. From the time of its formation, in or around 2015, through May 28, 2020, the date that this complaint was voted by the Inquiry Board, Tanzillo Gallucci was a limited liability corporation owned indirectly by two attorneys, Respondent and Jeannie Gallucci ("Galluci"), who each owned a portion of Tanzillo Galucci through separate and individually held

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corporations. Respondent and Gallucci advertised Tanzillo Gallucci as a "hospitality" law firm which focused on providing transactional work, business litigation and liquor licensing work to businesses in the hospitality industry. Respondent handled the majority of the business litigation work for Tanzillo Gallucci, and Gallucci primarily handled the transactional work. Respondent and Gallucci each billed clients separately for any work they performed, with Respondent billing nearly all of his clients through the Tanzillo Law Group entity.

3. Between 2008 and 2013, Respondent began a longstanding attorney-client relationship with Front Burner Restaurants ("Front Burner"), a restaurant management and holding company. At all times alleged in this complaint, Front Burner was the holding company for the restaurant brand and chain known as Twin Peaks Restaurants ("Twin Peaks"). Twin Peaks operated bar and grill establishments which included as part of their marketing strategy that waitresses and female bartenders known as "Twin Peaks Girls" were "the essential ingredient" to customer satisfaction. Twin Peaks restaurant locations regularly conducted "theme weeks," in which waitresses and female bartenders were required to wear swimsuits, lingerie, and revealing costumes.

4. Respondent's representation of Front Burner included the liquor license application process for Twin Peaks restaurants with individual municipalities, as well as as-needed representation in liquor license violation proceedings. Respondent and Front Burner had an unwritten fee agreement whereby Front Burner agreed to pay Respondent at the rate of $200 per hour for all services which he provided. Respondent billed Front Burner through the Tanzillo Law Group entity for services Respondent provided to Front Burner, including legal work performed for Twin Peaks.

5. In or around 2016, Respondent and Front Burner agreed that Respondent would represent the Twin Peaks restaurant's Orland Park, Illinois location ("Twin Peaks Orland Park") in obtaining a liquor license prior to the restaurant's grand opening in April of 2016.

6. As a result of Respondent's representation of Front Burner/Twin Peaks and the Twin Peaks Orland Park location, as described in paragraphs three through five, above, Respondent learned of Front Burner/Twin Peaks and the Twin Peaks Orland Park location's need to maintain their liquor license and good relationship with the Village of Orland Park and the Village of Orland Park Local Liquor Control Commission in order to successfully continue their business.

7. At all times alleged in this complaint, the Village of Orland Park Village Code of Ordinances required, in part, that all licensees, officers, associates, members, agents, representatives, or employees of entities dispensing or serving food or alcoholic liquor had to be decently clothed. Orland Park Village Ordinance 2989/7-4-23 stated that it was "unlawful for any person, while acting as waiter, waitress or entertainer to expose his or her genitals, pubic hair, buttocks, natal cleft, perineum, anal region or pubic hair region," and further prohibited "any licensee to permit or allow any waiter, waitress or entertainer to commit any of the unlawful acts" outlined in the ordinance. Violations of the Village Code were punishable as municipal ordinance violations with monetary fines.

8. As of February 2017, the employee agreement signed by all Twin Peaks waitresses and bartenders required them to "comply with Twin Peaks Image and Costume Standards." While not explicitly described or defined in the employee agreement, the original costume required of waitresses and female bartenders consisted of shorts, a v-neck shirt, knee-high socks and boots, but progressed over time to include the expectation that waitresses and

female bartenders wear shirts that exposed their cleavage and midriff, and other revealing attire such as bikinis and shorts that exposed the crease of their buttocks, and which purportedly fit within regularly promoted costume "theme weeks."

9. In February 2017, for the week of Valentine's Day 2017, management at Twin Peaks restaurants nationwide, including the Orland Park location, implemented a "theme week" entitled, "Sweetheart Lingerie Week," and required their waitresses and female bartenders to wear revealing lingerie.

10. Acting on customer complaints, on February 10, 2017, the Orland Park Police Department sent plain-clothed officers to the Twin Peaks Orland Park restaurant to monitor employee compliance with the Village Code provision referred to in paragraph seven, above. After concluding that almost every female employee was in violation of the Village Code requirement to cover their buttocks, the officers delivered a verbal warning to Twin Peaks Orland Park managers on duty, Adrian Morales ("Morales") and Reina Enriquez ("Enriquez"), who agreed to comply with the ordinance.

11. On February 11, 2017, the Orland Park Twin Peaks managers conveyed the officers' warning to their employees, some of whom had not worked on the previous day, but stated that in their opinion, the Sweetheart Lingerie Week attire, and specifically, the attire of the employees working on that date was acceptable. In reliance on the managers' statements, Twin Peaks Orland Park employees S.B., B.B., A.F. and K.S. wore the required Sweetheart Lingerie Week attire during their February 11, 2017 shift.

12. On February 11, 2017, Orland Park police officers returned to the Twin Peaks Orland Park restaurant. At that time, the officers observed employees S.B., B.B., A.F. and K.S. dressed in attire which the officers determined was in violation of Village Ordinance 2989/7-4-

23, in that a portion of their buttocks was revealed by the attire. The officers consulted with Morales, who told the officers that he believed all of his employees were in compliance with the ordinance. Officers brought employees S.B., B.B., A.F. and K.S. to the managers' office and issued municipal ordinance violations to them individually, and to the Twin Peaks Orland Park restaurant entity as well. The ordinance violation that was issued to the Twin Peaks Orland Park restaurant entity was given to Morales.

13. On or about February 14, 2017, Front Burner's general counsel, John Gessner ("Gessner"), contacted Respondent to handle the Twin Peaks Orland Park ordinance violation from the February 11, 2017 incident. Gessner also told Respondent that Front Burner would pay any imposed fines and legal fees for him to represent any of the employees if they elected to be represented by Respondent in their responses to the ordinance violation charges. Gessner also told Respondent that he preferred to avoid having the employees appear in court.

14. At no time did Respondent ever speak to S.B., B.B., A.F. and K.S. Twin Peaks Orland Park managers informed S.B., B.B., A.F. and K.S. that "corporate" was "taking care of" the matter of the ordinance violations, and that they would not be required to go to court.

15. At no time did S.B., B.B., A.F. or K.S. sign a written agreement with Respondent or agree for Respondent to represent them.

16. At no time did Respondent explain to S.B., B.B., A.F. and K.S. that he was also representing Front Burner/Twin Peaks Orland Park, as an entity, regarding the separate ordinance violation the entity had received stemming from the events February 11, 2017, nor did Respondent inform S.B., B.B., A.F. and K.S. of the material risks of and reasonably available alternatives to Respondent representing both Front Burner/Twin Peaks Orland Park, and S.B., B.B., A.F. and K.S. individually.

17. At no time did Respondent advise S.B., B.B., A.F. and K.S. to seek the advice of independent counsel or give S.B., B.B., A.F. and K.S. a reasonable opportunity to do so.

18. On or about March 10, 2017, Respondent spoke by telephone with Orland Park Village Prosecutor Michael Huguelet ("Huguelet") to discuss Respondent's appearance on behalf of the restaurant and S.B., B.B., A.F. and K.S. at a March 14, 2017 hearing date on the February 11, 2017 ordinance violations. Respondent told Huguelet that he represented both the restaurant and employees S.B., B.B., A.F. and K.S.

19. On March 14, 2017, Respondent appeared at the initial violation hearing, and informed the administrative tribunal that he "represented the group." The matter was continued. Respondent and Huguelet subsequently communicated regarding a possible plea deal in the matter.

20. Following the March 14, 2017 hearing, Respondent informed Gessner and Twin Peaks Orland Park management of the new administrative hearing date and that he was negotiating a disposition. Respondent never told S.B., B.B., A.F. or K.S about the status of the administrative hearings or his communications with Huguelet.

21. At the next hearing in the matter on April 11, 2017, again without Twin Peaks Orland Park management or S.B., B.B., A.F. or K.S. present, Respondent and Huguelet continued the matter for additional negotiations.

22. Between April 11, 2017, and May 9, 2017, on behalf of Twin Peaks Orland Park and purportedly on behalf of S.B., B.B., A.F. and K.S., Respondent agreed to Huguelet's demand to accept a plea of liable to all of the ordinance violations stemming from the February 11, 2017 incident, and fines for those violations in the following amounts: $250.00 for Twin Peaks Orland Park, and $100.00 each for S.B., B.B., A.F. and K.S.

23. At no time prior to May 9, 2017, did Respondent contact S.B., B.B., A.F. and K.S. to discuss the proposed plea, including any potential alternatives or consequences of the plea, or to obtain their consent to enter a plea of liable in relation to the February 11, 2017 citations.

24. On May 9, 2017, Respondent appeared before Orland Park Administrative Hearing Officer Kelly Kachmarik and entered pleas of liable to all of the violations on behalf of Twin Peaks Orland Park, the entity, and purportedly on behalf of S.B., B.B., A.F. and K.S., and accepted the monetary fine imposed on all cited parties: $250.00 for Twin Peaks Orland Park, and $100.00 each for S.B., B.B., A.F. and K.S.

25. Shortly after May 9, 2017, Respondent tendered a check in the amount of $1,150 on behalf of Twin Peaks Orland Park and S.B., B.B., A.F. and K.S. to satisfy the $650.00 in fines imposed related to the February 11, 2017 ordinance violations, as well as $500.00 in fines imposed in relation to two other unrelated matters.

26. Shortly after May 9, 2017, S.B., B.B., A.F. and K.S. were told by Twin Peaks managers that the restaurant had "handled" the February 11, 2017 ordinance violations matter.

27. At no time after May 9, 2017, did Respondent inform S.B., B.B., A.F. or K.S. that he had pled them liable to the ordinance violation, explain what the plea meant, including that that they might be required to admit to the factual basis for the plea in future background checks or applications, that they had 35 days in which to appeal the plea or that the offense to which Respondent pled them guilty was considered to be a non-expungable conviction.

28. On April 19, 2017, and June 18, 2017, Respondent caused to be mailed or delivered invoices to Front Burner Restaurants setting forth all services provided by Respondent in the ordinance violation matter at Twin Peaks Orland Park.

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

a. failing to consult with the client concerning the objectives of the representation and as to the means by which they are to be pursued, including whether a plea is to be entered, by failing to communicate with S.B., B.B., A.F. or K.S. prior to entering pleas of liable on their behalf, in violation of Rule 1.2(a) of the Illinois Rules of Professional Conduct (2010);

b. failing to promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required, by conduct including failing to communicate with S.B., B.B., A.F. or K.S. about potential plea agreements before entering pleas of liable on their behalf in the adjudication of municipal ordinance violations, in violation of Rule 1.4(a)(1) of the Illinois Rules of Professional Conduct (2010);

c. failing to reasonably consult with the client about the means by which the client's objectives are to be accomplished, by conduct including failing to advise S.B., B.B., A.F. or K.S. about his decision to enter into plea agreement negotiations on their behalf and his decision to enter pleas of liable on their behalf in the adjudication of municipal ordinance violations, in violation of Rule 1.4(a)(2) of the Illinois Rules of Professional Conduct (2010);

d. failing to keep a client reasonably informed about the status of a matter, by conduct including failing to communicate with S.B., B.B., A.F. or K.S. regarding the disposition of the administrative hearings related to their municipal ordinance violations, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010);

e. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, by conduct including failing to communicate with S.B., B.B., A.F. or K.S. about potential plea agreements before entering pleas of liable on their behalf in the adjudication of municipal ordinance violations, in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct (2010);

f. representing a client when the representation involves a concurrent conflict of interest, where the representation of one client will be directly adverse to another client, by conduct including representing Front Burner/Twin Peaks Orland Park and S.B., B.B., A.F. or K.S. without obtaining informed consent from S.B., B.B., A.F. and K.S., in violation of Rule 1.7(a)(1) of the Illinois Rules of Professional Conduct (2010); and,

g. representing a client when the representation involves a concurrent conflict of interest and where there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, by conduct including representing Front Burner/Twin Peaks Orland Park and S.B., B.B., A.F. and K.S., without obtaining informed consent from S.B., B.B., A.F. or K.S., in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010).

COUNT II
(*Making a false statement under oath in ARDC matter*)

30. The Administrator realleges and incorporates the facts set forth in paragraphs one through 29 of Count I above.

31. In or about late 2017 through early 2018, S.B. consulted with counsel, Tamara N. Holder ("Holder"), regarding her belief that she had been the victim of sexual harassment and other illegal acts by the management of Twin Peaks. In conjunction with Holder's investigation into those allegations, a Freedom of Information Act request for information revealed, and S.B. learned for the first time, that the ordinance violation S.B. received on February 11, 2017 had been on the Village of Orland Park's administrative hearing docket three times and that on May 9, 2017 Respondent pled S.B. liable for violating the ordinance that prohibited a waitress from exposing her genitals, pubic hair, buttocks, natal cleft, perineum, anal region or pubic hair region, and paid a $100.00 fine on S.B.'s behalf, without S.B.'s knowledge or consent.

32. On or about March 13, 2018, Holder filed with the Administrator a request for investigation of Respondent, alleging that her client, S.B., had no knowledge of Respondent's plea for S.B. to be liable for an offense that was a non-expungeable conviction on her record. After reviewing the request, the Administrator opened investigation 2018IN01064 into Respondent's alleged conduct.

33. On May 1, 2018, Counsel for the Administrator sent a copy of the request for investigation described in paragraph 32, above, to Respondent and requested that he respond to the request within 14 days.

34. On June 15, 2018, Respondent, through counsel, provided a written response to the ARDC in which he stated that with respect to the February 11, 2017 ordinance violations, he had individually met each of the employees S.B., B.B., A.F. and K.S., had advised them of the initial court date, advised them of their right to have an attorney represent them on the ordinance violations, explained to them that Twin Peaks had authorized him to represent them on the violations and, if they chose that option, Twin Peaks would not only pay for his representation of them, but would also pay for any fines that may be entered pursuant to the violations. Respondent's written response further stated that he sought and obtained S.B., B.B., A.F. and K.S.'s permission and authorization to represent them in the matter of the ordinance violations, and to enter into plea agreements on their behalf, if necessary.

35. Respondent's statements in his June 15, 2018 response were false, because he never met with S.B., B.B., A.F. or K.S., never advised them that they had a right to have an attorney represent them in the matter of the ordinance violations and never sought or obtained their permission and authorization to represent them in the matter of the ordinance violations and to enter plea agreements on their behalf, if necessary.

36. Respondent knew at the time he provided the June 15, 2018 response, described in paragraph 34, above, that the response was false, because he knew that he ever met with S.B., B.B., A.F. or K.S., never advised them that they had a right to have an attorney represent them in the matter of the ordinance violations and never sought or obtained their permission and authorization to represent them in the matter of the ordinance violations and to enter plea agreements on their behalf, if necessary.

37. On September 19, 2018, Respondent appeared with counsel at the Chicago office of the ARDC pursuant to subpoena, to provide sworn testimony in a statement relating to investigation 2018IN01064.

38. During the September 19, 2018, statement, counsel for the Administrator questioned Respondent about his actions in the matters relating to Count I above. At that time, while testifying under oath, Respondent referred to a document called a "Roster Report," which was a list of employees working on certain days at the Twin Peaks Orland Park location, and was asked the following questions and Respondent gave the following testimony:

> Q: Could you identify what that document is and what the purpose of that document is?
>
> A: Sure. When I went back…in my billing to determine the date that I met with the managers and the servers, I seemed to remember that we did this on a specific day to try and not waste my time or the client's time or the client's money. So I remember we tried to schedule it on a day when I would have the most attendance…of everybody present so I wouldn't have to take multiple trips to the restaurant to interview the managers and the servers. And the reason—as I look back on it, the reason that we did it on March 9th was because three of the girls were working on that day, [B.B.], [K.S.] and [A.F]...And I also recall that [S.B.]…is not on this roster; but the managers told me that they would ask her to come in so that I could interview all four girls while I was down there.
>
> Q: Okay. So that-they would ask her to come in on this date, March 9th?

A: Yeah…I do recall talking to the managers first. And I wanted to get there early enough where I wouldn't miss [B.B.], who was getting off at 4:30 and then catch the two girls that were starting at 4:30 before they started their shift.

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Q: So on March 9th, you met with [A.F.]; is that correct?

A: Yes.

Q: And that was in person?

A: Yes.

Q: And you met with [S.B.]?

A: Yes.

Q: And that was in person?

A: Yes.

Q: And [B.B.]?

A: Yes.

Q: And that was in person?

A: Yes.

Q: [K.S.]?

A: Yes.

Q: And that was in person?

A: Yes.

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Q: …And did you speak with any of these people at the same time, or were they all at individual meetings.

A: All individual meetings.

Q: So when I-all four waitresses met with you individually, correct?

A: Correct.

39. In his September 19, 2018, sworn statement, Respondent further testified that the purported individual meetings he had with each of the four employees were the first and only times he met them, that he met with each employee for a period of 10 to 15 minutes, at which time he introduced himself, showed each woman the ticket which had been issued, and informed them that the restaurant had authorized him to represent them and pay Respondent's legal fees if they wanted, and if they wanted to use their own attorney then they should do that. Respondent testified that he then asked each employee if she wanted his representation, and received each employee's permission to act for her.

40. In his September 19, 2018, sworn statement, Respondent further testified that although he informed each employee of her right to go to her own attorney, he did not believe the employees and the restaurant had conflicting interests, so he did not inform them that they had the right of independent counsel or ask them to waive any potential conflict of interest.

41. Respondent's statements, referenced in paragraphs 38 through 40 above, were false, because Respondent had never met with S.B., B.B., A.F. or K.S., had never obtained S.B., B.B., A.F. or K.S.'s permission and authorization to represent them in the matter of the ordinance violations and never received S.B., B.B., A.F. or K.S.'s permission to act for them with regard to the ordinance violations.

42. Respondent knew that his statements described in paragraphs 38 through 40 above, were false, at the time he made them because he knew that he had not met with S.B., B.B., A.F. or K.S., had never obtained S.B., B.B., A.F. or K.S.'s permission and authorization to

represent them in the matter of the ordinance violations and never received S.B., B.B., A.F. or K.S.'s permission to act for them with regard to the ordinance violations.

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

a. in connection with a disciplinary matter, knowingly making the false statements described in paragraphs 34 and 38 through 40, above, in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010); and,

b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by knowingly making the false statements described in paragraphs 34 and 38 through 40, above, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator respectfully 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 and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
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By: /s/ Melissa A. Smart
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