

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

In the Matter of:

JOHN PATRICK JOYCE,

Respondent,

No. 6322079.

Commission No. 2021PR00093

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Richard Gleason, pursuant to Supreme Court Rule 753(b), complains of Respondent, John Patrick Joyce (“Respondent”), who was licensed to practice law in Illinois on February 29, 2016, and alleges that Respondent has engaged in the following conduct, which subjects him to discipline pursuant to Supreme Court Rule 770:

COUNT I

(Unreasonable fee of \$1,400,000 and conflict of interest)

1. At all times alleged in this complaint, Respondent was a sole practitioner and the sole owner of a law firm styled as AXO Limited, which was located in Chicago, and which concentrated its practice in the area of criminal defense matters.

2. On October 8, 2018, Respondent and JM (“JM”), a woman with whom Respondent was then involved in an intimate personal relationship, agreed that Respondent would represent JM in a workplace tort matter, and that Respondent would receive 40% of any recovery obtained on JM’s behalf, plus any costs and expenses Respondent incurred. Respondent had never handled a similar claim in his three-year legal career.

FILED
11/22/2021 11:35 AM
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3. On October 23, 2018, Respondent, JM, and the California-based law firm Allred, Maroko & Goldberg (“AMG”) entered into a new representation agreement. Gloria Allred, a nationally-known attorney who had handled many cases involving claims of workplace or sexual harassment, is a name partner in AMG. In the new agreement, Respondent, AMG, and JM agreed that both Respondent and AMG would represent JM in the workplace tort matter, and that Respondent and AMG would each receive 20% of any recovery obtained on JM’s behalf, plus any costs and expenses that AMG and Respondent incurred.

4. On the same day, without notice to or the knowledge of AMG, Respondent drafted a document titled “Confidential Addendum to Attorney Fee Splitting Agreement and Fund Splitting Agreement.” The document provided that Respondent would receive an additional 20% of any recovery obtained on behalf of JM, above and beyond the fees contained in the fee agreement described in paragraph three, above. Respondent provided the document to JM for her signature. JM executed the document.

5. At the time Respondent prepared and asked JM to execute the “Confidential Addendum to Attorney Fee Splitting Agreement and Fund Splitting Agreement,” he was in an existing client/attorney relationship with JM and owed her the fiduciary duties attendant to that relationship, including the duty not to take action that benefitted himself at her expense. The “Confidential Addendum to Attorney Fee Splitting Agreement and Fund Splitting Agreement” changed the terms of Respondent’s existing agreement with JM to Respondent’s benefit, in that he would continue to receive 40% of any recovery, not just the 20% that he would have received under the original agreement, as modified by the subsequent agreement with JM and AMG.

6. JM did not consult with an independent counsel prior to signing the “Confidential Addendum to Attorney Fee Splitting Agreement and Fund Splitting Agreement,” and the terms of

the agreement were neither fair to JM nor reasonable, in that it obligated her to pay Respondent, who had no experience in cases similar to JM's, twice as much as she had agreed to pay a nationally-known attorney with extensive experience in that practice area.

7. On February 23, 2019, following a mediation, JM settled her workplace tort claims. As part of the settlement, JM would receive \$3,500,000 in exchange for releasing any claims against her former employer. As part of the settlement agreement, the former employer would make the settlement payments in two stages. First, within 30 days of the settlement, the former employer would pay \$3,000,000 to Respondent's client trust account. Second, on the one-year anniversary of the first payment, the employer would arrange for the payment of \$500,000, plus accrued interest, to Respondent's client trust account.

8. On March 13, 2019, Respondent prepared a document called "Final Settlement Statement." The settlement statement was addressed only to JM, and only had signature spaces for JM and Respondent. The settlement statement stated that of the \$3,500,000 settlement described in paragraph seven, above, Respondent would receive \$1,400,000 as payment for his legal fees, that AMG would receive \$700,000 as payment for its legal fees, that AMG would receive an additional \$16,082.82 for its incurred costs, and that JM would receive the remaining \$1,383,917.18. JM executed the "Final Settlement Statement."

9. On March 14, 2019, Respondent prepared a document called "Allred, Maroko & Goldberg's (AMG) Final Settlement Statement." The settlement statement was addressed to Nathan Goldberg, an attorney at AMG, and had signature spaces for Nathan Goldberg and JM. The settlement statement stated that AMG would receive \$700,000 as payment for its legal fees and \$16,082.82 for its incurred costs. The settlement statement did not disclose that Respondent would be paid \$1,400,000 for his legal fees, or that JM would receive only \$1,383,917.18 of the

settlement funds. Nathan Goldberg and JM executed the “Allred, Maroko & Goldberg’s (AMG) Final Settlement Statement.”

10. On March 22, 2019, Respondent received \$2,250,000 in his client trust account at Chase Bank, with an account number ending in the four digits 0663 (hereinafter “Account 0663”). The account was entitled “AXO Limited, J.P. Joyce & Associates, IOLTA Trust Account,” and was used as a depository of funds belonging to Respondent’s clients, third parties, or, presently or potentially, to Respondent. On March 25, 2019, Respondent received \$750,000 in Account 0663. Both payments were received in partial satisfaction of the settlement agreement described in paragraph seven, above.

11. On March 26, 2019, Respondent wired \$716,082.82 from Account 0663 to AMG in satisfaction of AMG’s fees and costs, and \$883,917.18 from Account 0663 to JM.

12. On the same day, Respondent transferred \$1,400,000 from Account 0663 to his personal checking account at Chase Bank, with an account number ending in 1793 (“Account 1793”). Respondent later used those funds for his own personal and business purposes.

13. The services Respondent provided to JM do not justify his receipt of that entire fee.

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

- a. making an agreement or charging or collecting an unreasonable fee, by conduct including charging JM \$1,400,000, when his time, labor, and experience did not justify the fee, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010); and
- b. engaging in a conflict of interest in which Respondent acquired a pecuniary interest adverse to his client which was not fair and reasonable, by conduct including entering into a confidential fee agreement with JM in which he charged JM with an additional 20% of any recovery made on JM’s behalf, in violation of Rule

1.8(a)(1) of the Illinois Rules of Professional Conduct (2010).

COUNT II
(*Conversion of \$500,975.46*)

15. The Administrator realleges the allegations contained in paragraphs one through 13, above.

16. On February 19, 2020, Respondent received \$501,201.80 in his client trust account ending in the four digits 0663, constituting the second payment of the settlement agreement described in paragraph seven, above, plus accrued interest.

17. On February 26, 2020, Respondent transferred \$501,201.80 from his client trust account to his personal savings account at Chase Bank, with an account number ending in the four digits 7288 (hereinafter “Account 7288”). The account was entitled “AXO Limited, J.P. Joyce & Associates,” and was used as a savings account for funds belonging to Respondent.

18. As of February 19, 2020, as a result of the transaction referenced in paragraph 16, above, Respondent had deposited a total of \$501,201.80 in settlement funds relating to JM into his client trust account ending in the four digits 0663, and had disbursed none of those funds to JM. Therefore, as of February 19, 2020, Respondent was required to maintain at least \$501,201.80 in Account 0663 on behalf of JM. These funds belonged to JM, because these funds constituted JM’s final settlement payment, and AMG and Respondent had already been paid their legal fees from the first settlement payment as described in paragraphs eight through 12, above.

19. On February 19, 2020, Respondent drew the balance in account 0663 to \$118.17 by transferring funds from the account to account 7288, as described in paragraph 17, above, in payment of his own personal or business obligations.

20. As of February 19, 2020, Respondent had used \$500,975.46 of JM’s funds for his

own personal or business purposes, without notice to, or authority from, JM. Respondent's use of those funds constitutes conversion.

21. At the time Respondent engaged in conversion of those funds, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

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

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance of Account 0663 to fall below the amount belonging to JM on February 26, 2020, thereby converting \$500,975.46 that belonged to JM for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including knowingly using a total of \$500,975.46 of JM's settlement funds for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III
(*Dishonesty*)

23. The Administrator realleges the allegations contained in paragraphs one through nine and 15 through 21, above.

24. On March 4, 2020, Respondent created an affidavit and a document entitled "Settlement and Release Agreement" for JM to execute. At the time Respondent created the agreement and presented it for JM to execute, he was in an existing client/attorney relationship with JM and owed her the fiduciary duties attendant to that relationship, including the duty not to

take action that benefitted himself at her expense.

25. In the agreement, Respondent was referred to as “Complainant,” and JM was referred to as “Defendant.” The “Recitals” section of the agreement stated that on December 18, 2018, Respondent became aware of a potential cause of action against JM for sexual battery, based on JM’s alleged exposure to Respondent of a sexually transmitted disease. The “Recitals” section further stated the parties desired to settle Respondent’s potential cause of action.

26. The agreement further stated, “Defendant shall pay Complainant \$501,084.04 on receipt of this agreement signed by Complainant.” The agreement further stated that JM “directs Complainant to transfer \$501,084.04 from Defendant’s [*sic*] trust account to an account of Complainant’s choice at a time of Complainant’s choice.” JM executed the agreement on March 4, 2020.

27. JM did not consult with an independent counsel prior to signing the “Settlement and Release Agreement,” and the terms of the agreement were neither fair to JM nor reasonable, in that it obligated her to pay Respondent funds which Respondent had already converted.

28. On or about March 5, 2020, Respondent created an affidavit for JM to executed. The affidavit stated that JM became infected with a sexually transmitted disease before JM met Respondent, and that JM knowingly exposed Respondent to the sexually transmitted disease by having unprotected sex with Respondent, and that JM had lied to Respondent by telling him that she did not have a sexually transmitted disease. JM executed the affidavit on March 5, 2020.

29. As of March 5, 2020, Respondent had not informed JM that he had already transferred nearly all of JM’s second workplace settlement payment from Account 0663 to Account 7228 on February 26, 2020, as described in paragraph 17, above, and in failing to do so, acted dishonestly.

30. As of March 4, 2020, JM had not received her final settlement payment arising from the workplace tort matter described in paragraph five, above. As a result, Respondent was actively representing JM at the time he presented JM with the settlement agreement and affidavit described in paragraphs 24 through 26, above.

31. In the days after JM executed the settlement agreement with Respondent, JM told Respondent that she regretted executing the agreement, and asked Respondent to provide her with the second payment from the workplace settlement funds. Respondent refused. Respondent told JM that she had already executed the agreement, and that if she contested the payment, he would file suit in court, and make public that JM had a sexually transmitted disease.

32. At the time Respondent created the settlement agreement described in paragraphs 24 through 26, above, which purported to authorize his receipt of JM's settlement funds, and presented them to JM for her signature, Respondent knew that he had already transferred the funds from Account 0663 to Account 7228 on February 26, 2020, as described in paragraph 29, above. In creating the documents and presenting them to JM for her signature when Respondent knew he had already transferred the funds from Account 0663 to Account 7228, he acted dishonestly.

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

- a. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including implying to JM at the time JM executed the settlement agreement that he had not already transferred \$501,084.04 from Account 0663 to Account 7228 before he presented the settlement agreement to JM, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV
(Respondent's violence against JM)

34. The Administrator realleges the allegations contained in paragraphs 23 through 32, above.

35. On May 16, 2020, JM was at Respondent's residence with Respondent. JM again asked Respondent to return to her the funds described in paragraph 32, above. Respondent punched JM in the face, and JM fell to the floor. While JM was on the floor, Respondent stood over JM and continued to punch JM about her face and body. Then, Respondent began to choke JM with his arms. Then, Respondent grabbed an electrical cord and began to choke JM until she lost consciousness.

36. JM manage to leave Respondent's residence and go to the emergency room at Northwestern Memorial Hospital, where she was treated for her injuries. JM reported the incident to the police, and Respondent was arrested.

37. On August 25, 2020, a grand jury in Cook County indicted Respondent in case number 20CR07781 with three charges stemming from Respondent's actions on May 16, 2020, including Respondent's attempted murder of JM and Respondent's aggravated domestic battery of JM.

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

- a. committed a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer, by conduct including his battery and attempted murder of JM, in violation of Rule 8.4(b) 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/ Richard Gleason
Richard Gleason

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