

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

In the Matter of:

PETER GEORGE LIMPERIS,

Attorney-Respondent,

No. 6204953

Commission No. 2022PR00003

**NOTICE OF FILING**

TO: RORY P. QUINN  
COUNSEL FOR ADMINISTRATOR  
A.R.D.C.  
One Prudential Plaza  
130 East Randolph Drive, Suite 1500  
Chicago, Illinois 60601-6219  
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PLEASE TAKE NOTICE that on FEBRUARY 16, 2022, I will e-file  
RESPONDENT'S ANSWER TO THE ADMINISTRATOR'S COMPLAINT by causing the original copy to  
be e-filed with the Clerk of the Attorney Registration and Disciplinary Commission.

Respectfully submitted,

/s/ Samuel J. Manella  
SAMUEL J. MANELLA  
ATTORNEY FOR ATTORNEY-RESPONDENT

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Counsel for Attorney-Respondent  
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FILED  
2/16/2022 9:46 AM  
ARDC Clerk

PROOF OF SERVICE

I, SAMUEL J. MANELLA, on oath state that I served a copy of the Notice of Filing, RESPONDENT'S ANSWER TO THE ADMINISTRATOR'S COMPLAINT on the individual at the address shown on the foregoing Notice of Filing, sent via e-mail at [rquinn@iadc.org](mailto:rquinn@iadc.org) and ARDCeService@iadc.org on FEBRUARY 16, 2020 at or before 4:00 p.m.

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 he verily believes the same to be true.

\_\_\_\_\_  
/s/ Samuel J. Manella

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**ANSWER TO COMPLAINT**

Now comes PETER GEORGE LIMPERIS, by his attorney, SAMUEL J. MANELLA, and for his Answer to the Complaint, states as follows:

Respondent is licensed to practice law in the State of Illinois and the Northern District of Illinois in 1990.

**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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 1 of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 2 of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 3 of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 4 of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 5 of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegation contained in the first sentence of Paragraph 6. Respondent neither admits nor denies the allegation in the second sentence of Paragraph 6 due to lack of recollection and admits the allegation in the last sentence of Paragraph 6 of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 7 of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 8 of the Complaint.**

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

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 9 of the Complaint.**

## 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.

**ANSWER:**

**Respondent admits the allegation contained in the first sentence of Paragraph 10 of Count I of the Complaint, but denies the representation was for maintenance, as it was for child support. Respondent denies the allegation contained in the last sentence of Paragraph 10 of Count I of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 11 of Count I of the Complaint.**

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. BulldogExpress, Inc.*, 2014 L 720.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 12 of Count I of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in the first sentence of Paragraph 13 of Count I of the Complaint. Respondent denies the allegations contained in the second sentence of Paragraph 13 of Count I of the Complaint regarding payments to Respondent. Respondent admits the balance of Paragraph 13 of Count I of the Complaint.**

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

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 14 of Count I of the Complaint.**

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

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 15 of Count I of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 16 of Count I of the Complaint, and further answering, states that Mrs. Glod had independent counsel representing her in this 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.

**ANSWER:**

**Respondent admits the allegation contained in the first sentence of Paragraph 17 of Count I of the Complaint. Respondent admits signing Papoutsis' signature, and neither admits nor denies that he placed Papoutsis' initials on each page. Respondent admits and further answering, states Respondent did not list himself as Papoutsis' attorney on the contract.**

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

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 18 of Count I of the Complaint.**

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

**ANSWER:**

**Respondent neither admits nor denies the allegations contained in Paragraph 29 of Count I of the Complaint due to lack of recollection.**

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

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 20 of Count I of the Complaint and further answering, states that he thought that he did have permission when he signed his name.**

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.

**ANSWER:**

**Respondent admits the allegation that Papoutsis had not agreed to Respondent representing him, and further answering, Respondent did not represent him or intend to, and denies that the contract was "false." Respondent admits the second sentence of Paragraph 21 of Count I of the Complaint, but Respondent has no independent recollection.**

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.

**ANSWER:**

**Respondent denies that the contract was "false" and that he was to represent Papoutsis in the matter and admits the balance of the sentence of Paragraph 22 of Count I of the Complaint.**

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.

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 23 of Count I of the Complaint.**

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").

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 24 of Count I of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 25 of Count I of the Complaint.**

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).

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 26 (a) through (d) of Count I of the Complaint.**

**COUNT II**

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

27. The Administrator re-alleges paragraphs 10 through 25, above.

**ANSWER:**

**Respondent 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.

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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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 28 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 29 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent neither admits nor denies the allegations contained in Paragraph 30 of Count II of the Complaint, due to insufficient knowledge.**

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.

**ANSWER:**

**Respondent admits the allegation in the first and second sentences of Paragraph 31 of Count II of the Complaint and denies the allegations contained in the third sentence.**

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.

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 32 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 33 of Count II of the Complaint.**

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

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 34 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 35 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 36 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent admits that he did not have "written contract," as alleged in Paragraph 37 of**

**Count II of the Complaint, and further answering, states that he received a form lien from a colleague. Respondent denies the balance of Paragraph 37 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent admits that he did not have “written contract,” as alleged in Paragraph 38 of Count II of the Complaint, and further answering, states that he received a form lien from a colleague. Respondent denies the balance of Paragraph 38 of Count II of the Complaint.**

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.

**ANSWER:**

**Respondent denies that the lien was not valid and admits that he did not comply with the notice requirement, and further answering, Respondent states that there was no one to notify as Ms. Glod requested it.**

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.

**ANSWER:**

**Respondent admits the allegations contained in Paragraph 40 of Count II of the Complaint.**

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).

**ANSWER:**

**Respondent denies the allegations contained in Paragraph 41 (a) through (c) of Count II of the Complaint.**

**WHEREFORE**, Attorney-Respondent respectfully requests the complaint be dismissed.

Respectfully submitted,

/s/ SAMUEL J. MANELLA  
SAMUEL J. MANELLA

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