

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

In the Matter of:)
)
 ROBERT M. ROMERO,)
) Commission No. 2023PR00010
 Attorney- Respondent,)
)
 No. 6272956.)

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Evette L. Ocasio, pursuant to Supreme Court Rule 753(b), complains of Respondent, Robert M. Romero, who was licensed to practice law in Illinois on November 9, 2000, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

BACKGROUND INFORMATION

1. At all times related to this complaint, Respondent was a sole practitioner at the firm known as Robert M. Romero, P.C., a law firm owned and managed by Respondent located in Naperville, Illinois. Respondent focused his practice on representing individuals in personal injury matters.

2. Beginning in October 2015 and continuing through 2021, Respondent maintained and was the sole signatory on an IOLTA client trust account ending in the four digits "1853" at JPMorgan Chase Bank. The account was titled "Robert M. Romero, IOLTA Trust Account".

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3. From 2007 through early 2012, attorney Lisa Lange (“Lange”) worked for Respondent’s firm, Robert M. Romero, P.C., as an associate performing legal services on behalf of Respondent’s clients and earning a salary and 20 percent of fees earned on contingent fee cases.

4. In January 2012, Respondent advised Lange he was downsizing the firm’s case load and subsequently, Lange ceased working for Respondent on a salary basis.

5. In or about February 2012, Lange and Respondent entered into a separation agreement (“separation agreement”) whereby Lange would continue handling some of Respondent’s client files on which she had performed substantial work in return for payment of 50 percent of attorney’s fees collected in those matters. The separation agreement also provided that Respondent would advance case costs.

6. As part of the separation agreement, Respondent and Lange also agreed that Respondent would obtain revised contracts signed by the clients setting forth the fee split agreement he entered into with Lange so each of Respondent’s clients for whom Lange provided legal services was aware Lange was performing substantial work on their case and that there was a contingent fee agreement which included fee sharing between Respondent and Lange.

7. Beginning in February 2012, based on Respondent’s separation agreement with Lange set forth above, Lange agreed to continue to provide legal services to Respondent’s clients.

COUNT I
(Conversion of \$56,000)

8. In or about 2009, Edward Larsen (“Larsen”), and Respondent agreed that, Respondent’s firm, Law Offices of Robert M. Romero, P.C., would represent him in a personal injury action arising out of a motorcycle accident that occurred in 2008. Respondent and Larsen agreed that Respondent’s receipt of a fee would be contingent upon Respondent recovering a

settlement or award on behalf of Larsen, and that Respondent would receive an amount equal to 40 percent of any such recovery, plus any costs Respondent advanced on Larsen's behalf.

9. On August 26, 2010, Respondent's firm filed a personal injury complaint on behalf of Larsen in Will County Circuit Court. The Clerk of the Circuit Court docketed the matter as *Edward Larsen v. D Construction, Inc. et al.*, case number 2010 L 000697, ("the *Larsen* matter"). Larsen was injured when the tire of his motorcycle struck uneven pavement on the U.S. Route 30 northbound entrance ramp as he attempted to enter northbound I-55, and the complaint alleged the condition was caused by the negligence of numerous entities engaged in road construction of the area.

10. In or about early February 2012, after Lange had ceased working for Respondent on a salary basis, Respondent contacted Lange and informed her that he had obtained Larsen's signature on a revised fee agreement, pursuant to the separation agreement referenced in paragraphs 5-6, above, that set forth the 50 percent fee-splitting agreement between Respondent and Lange.

11. On September 18, 2012, Respondent voluntarily dismissed the *Larsen* matter without prejudice, after it was determined that the proper venue for the amended complaint was Cook County, Illinois.

12. On October 15, 2012, Lange refiled the complaint on behalf of Larsen in Cook County Circuit Court, adding seven defendants. The Clerk of the Circuit Court docketed the matter as *Edward Larsen v. D Construction, Inc., et al.*, case number 2012 L 011751. The complaint identified Lange and Romero as co-counsel for plaintiff, but was signed only by Lange.

13. On June 21, 2013, the *Larsen* matter was placed on the Circuit Court of Cook County's bankruptcy stay calendar because one of the defendant's in the case, Highway

Technologies, filed for Chapter 11 bankruptcy protection. The Larsen matter remained on the Circuit Court of Cook County's bankruptcy stay calendar until February 2017.

14. On February 24, 2017, Judge James Flannery entered an order removing the *Larsen* matter from the bankruptcy stay calendar and renumbering the case. The *Larsen* matter was then renumbered in the Circuit Court of Cook County as case number 2017 L 01943.

15. On February 6, 2018, Lange served Notices of Attorney's Lien on all defendants in the *Larsen* matter by certified mail, after Respondent failed to pay her settlement proceeds in a separate matter.

16. On or about March 7, 2018, Respondent advised Lange he no longer wanted to continue to work jointly with her on the *Larsen* matter, as well as several of Respondent's other client matters. Consequently, on April 11, 2018, Lange filed a motion to withdraw as counsel for Larsen. On April 18, 2018, the Court granted Lange's motion to withdraw as counsel for Larsen.

17. Between October 2012 and April 2018, all of the documents filed on plaintiff's behalf in the *Larsen* matter were signed by Lange. This included the re-filed complaint adding four additional companies and three joint ventures, the 45 page First Amended Complaint, answers to affirmative defenses, and motions to compel answers to *forum non conveniens* discovery. In addition, Lange defeated a *forum non conveniens* motion to transfer the case to Will County, inspected and reviewed thousands of pages of IDOT documents, reviewed and summarized substantial medical records related to Larsen's severe injuries, presented Larsen and his wife for their depositions, and took seven Rule 213(f)(1) depositions.

18. At no time between October 15, 2012 and April 2018, did Respondent file an appearance in the *Larsen* matter and/or perform any work on Larsen's behalf. On May 9, 2018, Respondent filed an appearance on behalf of Larsen in the *Larsen* matter.

19. On February 22, 2019, a settlement in the amount of \$280,000 was reached by Larsen and the defendants in the *Larsen* matter.

20. On February 28, 2019, counsel for one of the defendants in the *Larsen* matter emailed Respondent, “Bob, I understand Lisa Lange is claiming an attorney’s lien on this matter. She will need to be on the check or provide a release of lien. Please advise how this will be handled.”

21. On March 1, 2019, Respondent wrote to defense counsel to acknowledge that the plaintiff had received a lien from Lange and other third parties, and requested that any settlement check be issued payable to Larsen and Respondent’s office alone. In addition, Respondent stated, “Pursuant to Section 5/2-2301(c)(2)(ii), as plaintiff’s counsel, we will hold all lien amounts in our client fund account until such time as all liens are satisfied in full.”

22. On or about March 29, 2019, Respondent received a settlement check in the amount of \$20,000, on behalf of defendant Highway Safety Corporation in the *Larsen* matter.

23. On April 2, 2019, Respondent deposited the \$20,000 settlement check referenced in paragraph 22, above, into his IOLTA client trust account ending in the four digits “1853” at JPMorgan Chase Bank.

24. On April 5, 2019, Lange filed a motion to enforce and adjudicate her attorney’s lien in the *Larsen* matter, alleging she represented Larsen from 2012 through April 2018 and that during that time, she provided substantial legal services. In her motion, Lange asked the court to enforce her attorney’s lien against any settlement proceeds obtained on Larsen’s behalf.

25. On or about May 2, 2019, Respondent received a settlement check in the amount of \$240,000, on behalf of defendant D Construction, Inc. in the *Larsen* matter.

26. On May 6, 2019, Respondent deposited the \$240,000 settlement check referenced in paragraph 25, above, into his IOLTA client trust account ending in the four digits “1853” at JPMorgan Chase Bank.

27. On or about May 6, 2019, Respondent received a settlement check in the amount of \$20,000, on behalf of defendant Knight E/A in the *Larsen* matter.

28. On May 6, 2019, Respondent deposited the \$20,000 settlement check referenced in paragraph 27, above, into his IOLTA client trust account ending in the four digits “1853” at JPMorgan Chase Bank.

29. On May 23, 2019, the Court entered a briefing schedule on Lange’s petition to enforce and adjudicate her attorney lien. In addition, Judge James O’Hara entered an order stating that the attorney’s fees of \$112,000 and costs of \$10,401.47 were to remain in Respondent’s IOLTA account pending the resolution of Lange’s petition.

30. Between May 6, 2019 and July 15, 2019, prior to making any disbursements to Lange for attorney fees, Respondent drew the balance in account number 1853 to \$15.00, as he drew checks on the account or made withdrawals in payment of his personal or business obligations. During that time, Respondent was required to maintain at least \$56,000 in the account ending in 1853, for payment of attorney fees owed to Lange, pursuant to the separation agreement between Respondent and Lange and pursuant to the court’s May 23, 2019 order.

31. As of July 15, 2019, Respondent used \$56,000 of the settlement proceeds in the *Larsen* matter which were owed to Lange, and that should have been held pursuant to the court’s order of May 23, 2019, for his own personal and business purposes.

32. When Respondent used the \$56,000 of the settlement proceeds, as referenced in paragraph 31, above, Respondent knew that portion of the settlement proceeds belonged to Lange

and not to him personally. At no time did Lange authorize Respondent to use the portion of the settlement proceeds for his own business or personal purposes.

33. By using \$56,000 of the settlement proceeds owed to a third party, namely Lange, for attorney fees in the *Larsen* matter for his own personal or business purposes without authorization from Lange, Respondent engaged in the conversion of those funds.

34. At the time Respondent used \$56,000 of the settlement proceeds owed to Lange, Respondent acted dishonestly, because he knew that he was using those funds for his own purposes without authority from Lange and in violation of the court's May 23, 2019 order.

35. On August 21, 2019, the Court entered a briefing schedule on Lange's amended petition to enforce and adjudicate her attorney lien. On that date, Judge O'Hara again ordered that the funds were to remain in trust in Respondent's IOLTA account until further order of the court.

36. On September 4, 2019, Respondent filed a response to Lange's Amended Petition to Enforce and Adjudicate Attorney's Lien.

37. On September 25, 2019, the Judge O'Hara ordered that Lange was entitled to one half of the forty percent attorney's fee pursuant to the contingent fee agreement in the *Larsen* matter, and ordered Respondent to tender a check for one half of the forty percent attorney's fee on or before October 2, 2019.

38. On October 2, 2019, Respondent filed a Notice of Appeal with the Appellate Court of Illinois, First District, challenging the September 25, 2019, trial court order requiring Respondent to pay Lange one half of the forty percent attorney's fees in the *Larsen* matter.

39. On June 22, 2021, the Appellate Court of Illinois affirmed the order awarding Lange one half of the \$112,000 contingent fee (\$56,000) recovered by Respondent in the *Larsen* matter. As of the date of this complaint, Respondent has not complied with the order.

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

- a. failure to promptly deliver to the client or third person any funds that the client or third person is entitled to receive, by conduct including failing to promptly deliver the \$56,000 of the settlement funds in the *Larsen* matter that Lisa Lange was entitled to receive pursuant to her attorney's lien, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010);
- b. knowingly disobeying an obligation under the rules of a tribunal, by conduct including, failing to pay Lange \$56,000 in attorney fees for the *Larsen* matter, as ordered by the Appellate Court of Illinois on June 22, 2021, and failing to hold the funds subject to attorney fees in the *Larsen* matter in Respondent's IOLTA trust account, as ordered by the Circuit Court on May 23, 2019, and August 21, 2019, in violation of Rule 3.4(a) of the Illinois Rules of Professional Conduct (2010); and
- c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including, Respondent's unauthorized taking and use of \$56,000 of Lange's attorney fees in the *Larsen* matter, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Knowingly disobeying an obligation under the rules of the tribunal)

41. The Administrator realleges paragraphs one through 40, above.

42. On November 8, 2021, Lange filed a motion for contempt and sanctions against Respondent in the *Larsen* matter for his failure to pay Lange the \$56,000 in attorney's fees as previously ordered by the Court.

43. On November 16, 2021, counsel for Respondent, Michael I. Leonard, filed a motion to withdraw as counsel for Respondent stating: "Counsel has been unable to reach Mr. Romero by way of phone call, text, or email. Counsel's phone calls to Mr. Romero's number indicate that his

phone number is no longer in service. Counsel's texts to Mr. Romero do not get delivered. Counsel's emails to Mr. Romero are bounced back by the system."

44. On December 9, 2021, the Court granted Respondent's counsel's motion to withdraw and continued Lange's motion for contempt and sanctions without further notice due to Respondent's failure to appear. The Court granted Lange leave to issue subpoenas to the ARDC, clerks of court in which Respondent may have active cases, and to individuals or entities believed to have knowledge of Respondent's whereabouts, in attempt to locate Respondent. The Court continued the matter for status on subpoenas to January 28, 2022.

45. On January 28, 2022, the Court granted Lange's motion for contempt and sanctions. The Court ordered Respondent to deliver a check or certified funds in the amount of \$56,000 payable to Lange no later than February 25, 2022, in compliance with the court's prior order. The Court continued the matter to March 11, 2022, and ordered that if Respondent did not appear and if any fees or sanctions remained unpaid, a body attachment for Respondent would be issued. In addition, the Court ordered the following:

A daily fine of \$250 shall be assessed against and payable by both Robert M. Romero, individually, and Robert M. Romero, P.C., for each day that the attorney fees ordered to be paid to Ms. Lange remain unpaid subsequent to February 25, 2022 for the first week, increasing to \$500 a day in the second week and \$1000 per day thereafter until the amount due is fully paid. Further, if said attorney fees remain unpaid, the Order awarding fees shall be a judgment against Robert M. Romero and Robert M. Romero P.C., jointly and severally, accruing all interest payable on judgments under law from and after September 25, 2019, when the funds were originally ordered to be paid, and shall be duly recorded as a judgment against both Robert M. Romero and Robert M. Romero, P.C.

46. On March 11, 2022, Respondent failed to appear and the full attorney fee award to Lange remained unpaid.

47. On March 14, 2022, the Court issued an attachment for contempt order against Respondent requiring the Cook County Sheriff to bring him before the court for his failure to appear and his failure to obey the sanction order.

48. On June 7, 2022, the matter was before the Court for a status on Respondent's compliance of the payment of attorney fees awarded to Lange. Respondent again failed to appear and failed to deliver payment to Lange in compliance with the Court's prior orders. The Court assessed a fine in the amount of \$5,250 against and payable by both Robert M. Romero, individually, and Robert M. Romero, P.C., to Lange for noncompliance with the Court's orders through March 11, 2022. In addition, the Court ordered a daily fine of \$1000 to continue to be assessed and payable by both Robert M. Romero and Robert M. Romero, P.C., from and after March 12, 2022, until the amount due to Lange was fully paid.

49. On August 10, 2022, the matter was before the Court for a status on Respondent's compliance on payment of attorney fees awarded to Lange. Respondent again failed to appear and failed to deliver payment to Lange in compliance with the Court's prior orders. The Court again ordered Respondent to pay the \$5,250 fine to Lange that it assessed on June 7, 2022, and ordered a daily fine of \$1000 to continue to be assessed against Respondent until the amount due to Lange was fully paid.

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

- a. knowingly disobeying an obligation under the rules of a tribunal, by conduct including, failing to obey the Court's January 28, June 7, and August 10, 2022, orders to pay Lange the \$56,000 in attorney's fees owed in the *Larsen* matter; failing to pay the \$5,250 fine to Lange as ordered by the Court on June 7 and August 10, 2022; and failing to appear as ordered by the Court on March 11, June 7, and

August 10, 2022, in violation of Rule 3.4(a) of the Illinois Rules of Professional Conduct (2010); and

- b. conduct prejudicial to the administration of justice by conduct including, failing to obey the Court's January 28, June 7, and August 10, 2022, orders to pay Lange the \$56,000 in attorney's fees owed in the *Larsen* matter; failing to pay the \$5,250 fine to Lange as ordered by the Court on June 7 and August 10, 2022; and failing to appear as ordered by the Court on March 11, June 7, and August 10, 2022, in violation of Rule 8.4(d) 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, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

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