

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

FILED  
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ARDC Clerk

In the Matter of:

ROBERT EDWARD BURROWS,  
  
Attorney-Respondent,  
  
No. 6206290.

Commission No. 2025PR00023

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission (“ARDC”), by her attorney, Kate E. Levine, pursuant to Supreme Court Rule 753(b), complains of Respondent, Robert Edward Burrows, who was licensed to practice law in Illinois on November 9, 1983, and alleges that Respondent has engaged in the following conduct that subjects him to discipline pursuant to Supreme Court Rule 770:

COUNT I

*(Lack of Diligence, Failure to Communicate, and Failure  
to Account for Settlement Funds – M.M.)*

A. *Introduction*

1. At all times alleged in this complaint, Respondent was a sole practitioner who handled a variety of matters, including personal injury and workers’ compensation claims on behalf of individual claimants. Respondent was the sole signatory on US Bank IOLTA account ending in the four digits 8411, which was entitled “Robert E. Burrows Attorney at Law IOLTA” (hereinafter “IOLTA account”), and which Respondent used as a depository of funds belonging presently or potentially to Respondent’s clients, to third parties, or to Respondent. Respondent also maintained a business account at US Bank ending in the four digits 8684, which was entitled “Robert E. Burrows DBA Robert E. Burrows Attorney at Law General Account” (hereinafter “operating account”), and

which Respondent used to pay expenses related to the operation of his law practice. The operating account was not a separate, identifiable account for the maintenance of funds belonging to Respondent's clients or to third parties who had an interest in the proceeds derived from the resolution of his clients' claims.

B. *Failure to Reduce Contingent Agreements to Writing, Lack of Diligence*

2. Between 2015 and 2022, Respondent agreed to represent a woman with the initials "M.M." in multiple matters, including: a workers' compensation matter, four personal injury claims sustained by M.M. or her minor child ("K.M."), including claims arising from vehicle collisions, an incident between M.M. and a security officer at a White Castle restaurant, and two slip-and-falls, with one at Walmart and one at M.M.'s residence. Respondent never took any action to pursue M.M.'s claims against White Castle, Walmart, or the management company that was responsible for maintaining the property where M.M. slipped and fell, including filing complaints on her behalf or negotiating an agreed resolution of her claims. As a result, those claims are now time-barred.

3. Respondent and M.M. agreed that Respondent would receive 20% of any recovery as his fee for services he provided in connection with M.M.'s workers' compensation claim and one-third of any recovery in all of the other matters referred to in paragraph two, above. Other than the workers' compensation matter, Respondent did not reduce any of the contingent fee agreements with M. M. to writing.

C. *Failure to Prepare Settlement Distribution Statements*

4. On or about September 18, 2015, Respondent filed an application for adjustment of claim on behalf of M.M. with the Illinois Workers' Compensation Commission against M.M.'s former employer, the Corner Bakery Corporation. On or about September 20, 2016,

Respondent settled M.M.'s claim for \$1,500, and he later disbursed the funds he received on her behalf to conclude the matter.

5. In 2020, in connection with a personal injury claim arising from a May 30, 2019, automobile collision involving M.M., Respondent negotiated an \$8,000 settlement on M.M.'s behalf. On June 30, 2020, Respondent deposited the settlement check from American Access Casualty Company into his IOLTA account and shortly thereafter made the following disbursements: check number 5120, payable to a physician who had provided care to M.M., in the amount of \$2,593.60; and check numbers 5121 and 5131, payable to M.M., in the respective amounts of \$2,673.70 and \$60.20. Respondent left the remainder of the settlement proceeds, in the amount of \$2,672.50, in his IOLTA account as fees and costs relating to that matter. Respondent did not prepare or give to M.M. a settlement statement or an explanation of the amount of fees and costs to which Respondent was entitled.

6. In 2021, in connection with Respondent's representation of M.M. and K.M. relating to an uninsured motorist claim arising from an automobile collision that occurred on January 17, 2020, Respondent negotiated settlements of \$6,000 for K.M. and \$9,000 for M.M. On March 10, 2021, Respondent deposited the settlement checks in those amounts from Fred Loya Insurance Company into his IOLTA account.

7. On March 19, 2021, Respondent drew check number 5150 on his IOLTA account, which he made payable to M.M. in the amount of \$3,000. Prior to issuing that check, Respondent did not provide M.M. with a written settlement or distribution statement outlining how Respondent had determined the amount of any fee he may have been due or the amount of the \$3,000 remittance to M.M., or any explanation regarding whether any further payments were to be made from the remaining \$6,000 from the \$9,000 settlement he had obtained for M.M., either

to himself as claimed fees or to third parties, and, if so, the recipients or amounts of any such payments. On March 29, 2021, M.M. negotiated check number 5150.

8. As of approximately one year later, Respondent had not made any additional payments to or on behalf of M.M. or K.M. in relation to their uninsured motorist claims. On March 22, 2022, and March 23, 2022, Respondent transferred funds totaling \$8,000 from his IOLTA account to his operating account. On March 30, 2022, Respondent drew check number 5896 on the operating account, which he made payable to Dr. Daniel Cammarano with the notation ["K.M."] in the amount of \$2,000. That same day, Respondent also drew check number 5897 on the operating account, which he made payable to M.M. with the notation "[K.M.] 1-17-20 accident" in the amount of \$2,000. On April 4, 2022, Dr. Cammarano negotiated check number 5896. On April 15, 2022, M.M. negotiated check number 5987.

9. In transferring funds from his IOLTA account to his operating account and drawing check numbers 5896 and 5897 on his operating account, Respondent did not preserve the identity of M.M.'s and K.M.'s remaining settlement funds or keep those funds separate from his own property.

10. Prior to issuing the checks referenced in paragraph eight above, Respondent did not provide M.M. with a written settlement or distribution statement outlining how Respondent had determined the amounts of any payments to or on behalf of M.M. or K.M., nor did he open a minor's estate to have the circuit court oversee the distribution of the settlement proceeds, even though K.M. was only 15 years old at the time of the settlement.

11. As of April 15, 2022, as outlined in paragraphs seven and eight, above, Respondent had distributed only \$7,000 from the \$15,000 settlement funds he had received on behalf of M.M. and K.M. in connection with their uninsured motorist claims, and he made no

additional distributions to them or on their behalf until the following year. As of August 24, 2022, the balance of Respondent's operating account fell to \$162.83 as Respondent drew checks or made other withdrawals from the account in payment of his business or personal obligations. As of November 21, 2022, the balance of Respondent's IOLTA account fell to \$26.92, as Respondent drew checks or made other withdrawals from the account in payment of his business or personal obligations. Respondent never explained to M.M. how he used those funds, and he did not have her informed consent to use them for his own purposes. As of November 21, 2022, Respondent had converted to his own use or failed to account for at least \$8,837.17 of the \$15,000 settlement proceeds relating to M.M. and K.M.'s uninsured motorist claims.

12. After Respondent's deposit of the \$15,000 in settlement funds from the uninsured motorist claim identified in paragraph six, above, into his IOLTA account on March 10, 2021, Respondent did not deposit any other funds on behalf of M.M. or K.M. into any account that he held at US Bank.

13. Between February 2020 and April 2023, M.M. contacted Respondent by text requesting the status of her remaining matters.

14. On April 21, 2023, Respondent drew check number 6025 on his operating account, payable to M.M. in the amount of \$700, and mailed the check to M.M. On April 22, 2023, M.M. negotiated check number 6025.

15. Respondent did not provide any settlement statement or explanation for the purpose of check number 6025, which he caused to be mailed to M.M., as set forth in paragraph 14, above.

D. *False Statement to M.M.*

16. On June 20, 2023, Respondent drew check number 6044 on his operating account, payable to M.M. in the amount of \$500, and mailed the check to M.M. On June 30, 2023, M.M. negotiated check number 6044.

17. Respondent did not provide any settlement statement relating to the purpose of check number 7044, which he caused to be mailed to M.M. on June 20, 2023, as set forth in paragraph 16, above. During a telephone call on or about June 20, 2023, Respondent told M.M. that the check for \$500 was her portion of the settlement proceeds that he had received relating to her slip-and-fall claim against Walmart.

18. Respondent's statement to M.M. in June 2023 that the \$500 check he sent her was her portion of a settlement against Walmart was false, because Respondent had not received any settlement funds on M.M.'s behalf from Walmart.

19. Respondent knew that his June 2023 statement to M.M. about the purported Walmart settlement was false, because he knew that he had not received a settlement on her behalf from Walmart.

E. *Failure to Communicate with M.M.*

20. On June 26, 2023, Respondent received a text message from M.M. that stated: "Hi Bob, is there anyway I can see what I'm receiving from my settlement far is you me and the company and what the settlement outcome was?" Respondent did not reply to M.M.'s June 26, 2023, text.

21. On September 13, 2023, Respondent received a text message from M.M. that stated: "Hi Bob I had 5 case [sic] with u Walmart was 500 that was low...requesting to see financial disbursements between me you and the other companies there I'd [sic] can't see where

the money is going. I want it I want to know what is the code exactly how much I was supposed to gain from the settlement all in all together with every Every settlement...” Respondent did not reply to M.M.’s September 13, 2023, text.

22. On October 30, 2023, Respondent received a text message from M.M. that stated: “Hey Bob how are u today have you heard any new about any thing [sic] for me,” to which Respondent replied, “I am good. I do not have anything on your cases.”

23. Between October 30, 2023, and the date this complaint was filed, despite several attempts to reach him by telephone and text message, M.M. was unable to communicate with Respondent to obtain any information about the status of any cases Respondent was handling for her or the distribution of the proceeds of any settlements Respondent obtained for her or for K.M.

G. *Conclusions of Misconduct*

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

- a. failure to act with reasonable diligence and promptness in representing a client by conduct including failing to pursue M.M.’s claims against Walmart, White Castle, and her residence management company, by conduct including failing to file complaints on M.M.’s behalf within the applicable statutes of limitation or otherwise take action to resolve those claims, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep M.M. reasonably informed about the status of her matters, by conduct including failing to provide M.M. with information as to the status of her matters including in response to her multiple requests, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct;
- c. failure to promptly comply with requests by M.M. regarding her matters, by conduct including failing to respond to telephone calls and text messages from M.M., in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010);

- d. failure to reduce contingent fee agreements with M.M. to writing, in violation of Rule 1.5 of the Illinois Rules of Professional Conduct (2010);
- e. failure to hold property of a client that is in the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including transferring funds belonging to M.M. or to K.M. from his IOLTA account to his operating account and disbursing their funds from the operating account, in violation of Rule 1.15(b) of the Rules of Professional Conduct (2010);
- f. failure to account for settlement funds as requested by a client, by conduct including failing to provide M.M. with explanations of settlement funds he had received, in violation of Rule 1.15(d) of the Illinois Rules of Professional Conduct (2010); and
- g. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including falsely stating to M.M. that he had settled her claim against Walmart for \$500, that he was actively pursuing her remaining claims, and by converting settlement funds due M.M. or K.M., in violation of Rule 8.4(b) of the Illinois Rules of Professional Conduct (2010).

## COUNT II

### *(Lack of Diligence and Failure to Communicate – A.Y.)*

25. In February 2020, the Boy Scouts of America (“BSA”) filed for bankruptcy, citing mounting legal costs and liabilities from multiple ongoing sexual abuse claims. BSA proposed a Chapter 11 bankruptcy plan allowing scouting abuse claimants until November 16, 2020, to file claims of sexual abuse in the federal bankruptcy court in Delaware.

26. Prior to November 12, 2020, Respondent agreed to represent an adult male with the initials “A.Y.” in filing a claim of sexual abuse against the BSA relating to a 1973 incident where A.Y. alleged that he was drugged and sexually assaulted by two Boy Scout leaders during an outing.

27. On November 12, 2020, Respondent filed on behalf of A.Y. a document titled “Sexual Abuse Survivor Proof of Claim” (the “proof of claim”) in the United States Bankruptcy Court for the District of Delaware, in a case then pending as case number 20-10343, which was



titled *In re Boy Scouts of America and Delaware BSA, LLC, Debtors*. Respondent signed the proof of claim as A.Y.'s legal representative.

28. After Respondent filed the proof of claim in case number 20-10343, referred to in paragraph 27 above, he took no further action on behalf of A.Y.

29. On or about April 19, 2023, the Scouting Settlement Trust (the "Trust") was formed to administer abuse claims filed in case number 20-10343. In connection with his claim, A.Y. learned that he was required to submit his response to a questionnaire to the Trust on or before May 31, 2024. Between September 2023, and May 6, 2024, A.Y. repeatedly telephoned Respondent to request information about the status of his claim and to request Respondent's assistance in completing and filing the questionnaire with the Trust.

30. On multiple occasions on or before May 2, 2024, A.Y. contacted representatives of the Trust to inform them that he had been unable to get in contact with Respondent regarding his claim and questionnaire.

31. On multiple occasions on or before May 2, 2024, representatives of the Trust made unsuccessful efforts to contact Respondent to request that he complete the questionnaire on A.Y.'s behalf. The Trust representatives also told A.Y. that he could inform the Trust that Respondent was no longer representing him so that the representatives could communicate directly with A.Y. about his claim. As a result, A.Y. informed the Trust that he had terminated Respondent's representation in the matter.

32. As of May 6, 2024, Respondent had not responded to attempts by representatives of the Trust or by A.Y. to contact him, and on that date, A.Y. completed the questionnaire on his own and submitted it to the Trust.

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

- a. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to prepare or file the required forms on A.Y.'s behalf, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- b. failure to keep A.Y. reasonably informed about the status of his claim, by conduct including failing to provide A.Y. with information as to the status of his matter including in response to his multiple requests, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- c. failure to promptly comply with the reasonable requests for information made by A.Y. by conduct including failing to respond to A.Y.'s telephone messages, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct.

### COUNT III

*(Lack of Diligence and Failure to Communicate – J.J.)*

34. Prior to October 22, 2019, Respondent agreed to represent a woman with the initials "J.J." in a workers' compensation claim against her former employer, the Chicago Public School District ("CPS"), in connection with an incident that occurred on March 14, 2016.

35. Respondent and J.J. agreed that Respondent would receive 20% of any recovery as his fee for services he provided in connection with J.J.'s workers' compensation claim.

36. On or about October 22, 2019, Respondent filed an application for adjustment of claim on behalf of J.J. with the Illinois Workers' Compensation Commission against CPS.

37. By email dated June 1, 2022, Respondent contacted CPS counsel Jeanene Williams to ask if CPS would be willing to settle J.J.'s claim for \$2,500. Williams told Respondent that she would consult with CPS, and, if her client agreed, she would prepare the settlement documents and deliver them to Respondent for J.J.'s signature.

38. Respondent made the request to CPS referenced in paragraph 37, above, without obtaining J.J.'s authority to settle her claim for \$2,500.

39. By email dated August 29, 2022, Williams told Respondent that her client had agreed to settle J.J.'s claim for \$2,500.

40. On March 1, 2023, Williams sent an email to Respondent and informed him that the settlement documents had been placed into a computer document-sharing program known as "CompFile" and signed by representatives for CPS. Williams asked Respondent to review and sign the documents electronically. Respondent received Williams' message at or about the time it was sent.

41. As of July 10, 2023, Respondent had not replied to Williams' request, and on that date, Williams sent an email to Respondent noting that the contracts relating to J.J.'s claim had not been signed and asking Respondent to make the matter a priority. Respondent received Williams' message at or about the time it was sent but took no action in response to Williams' request.

42. Between July 10, 2023, and May 15, 2025, Williams and her staff made several unsuccessful attempts to reach Respondent by telephone.

43. On October 23, 2023, and May 15, 2024, Williams sent an email to Respondent requesting that he communicate with her regarding J.J.'s claim or she would take steps to dismiss the case. Respondent received Williams' message at or about the time it was sent but did not reply to Williams or take any other action to complete the settlement of J.J.'s claims against CPS.

44. J.J.'s claims against CPS were scheduled for arbitration on October 2, 2024. Respondent did not appear, although he knew or should have known of the arbitration date. On

that same date, arbitrator Jennifer Bae scheduled the matter for a pretrial on November 13, 2024. At the request of Bae, CPS counsel Kathleen Ulbert agreed to communicate the scheduled trial date to Respondent and directly to J.J. Ulbert later informed Respondent by email and J.J. by mail at her last known address of the scheduled trial date on November 13, 2024.

45. Neither Respondent nor J.J. appeared for the pretrial scheduled for November 13, 2024. As of the filing of this complaint, Respondent has not communicated with J.J., counsel for CPS, or with representatives of the Illinois Workers' Compensation Commission about J.J.'s claim against CPS, nor has Respondent sought leave to withdraw his representation of J.J.

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

- a. failure to abide by a client's decision regarding whether to settle a matter, by conduct including inquiring of opposing counsel whether CPS would settle J.J.'s matter for \$2,500, without first consulting and obtaining authority from J.J., in violation of Rule 1.2(a) of the Illinois Rules of Professional Conduct (2010);
- b. failure to act with reasonable diligence and promptness in representing a client, by conduct including failing to communicate a settlement offer to J.J., complete the settlement contracts on behalf of J.J., or appear at the arbitration or pretrial in J.J.'s case, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010);
- c. failure to keep J.J. or CPS counsel reasonably informed about the status of J.J.'s claim, by conduct including failing to provide them with information as to the status of J.J.'s matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010); and
- d. failure to promptly comply with the reasonable requests for information made by CPS counsel, by conduct including failing to respond to emails and telephone messages from CPS representatives, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010).

COUNT IV  
*(Failure to Respond to Lawful Demand for Information)*

47. The Administrator realleges and reasserts the facts set forth in paragraphs one through 45 in Counts I, II, and III, above.

48. On November 15, 2023, A.Y. submitted a request for investigation to the ARDC requesting that the Administrator investigate Respondent's handling of his claim against the BSA, as outlined in Count II, above. As a result, the Administrator initiated investigation number 2023IN03977 into Respondent's alleged misconduct.

49. By letters dated December 6, 2023, and January 23, 2024, sent to Respondent at the email address he supplied when he last registered, counsel for the Administrator notified Respondent of the initiation of the investigation and asked for his response to A.Y.'s allegations.

50. On March 5, 2024, an ARDC investigator telephoned Respondent, who claimed that he had not received any of the ARDC's prior communications and requested that the ARDC resend A.Y.'s communication and the ARDC's request for a response to a different email address. During this telephone conversation with Respondent, the ARDC investigator informed Respondent that he had failed to register with the ARDC for 2024.

51. By letter dated March 5, 2024, sent to the second email address provided by Respondent, counsel for the Administrator notified Respondent that the investigation had been reassigned, provided him with a copy of A.Y.'s request for investigation and the ARDC's prior letters, and again asked for Respondent's response to A.Y.'s allegations.

52. On March 26, 2024, counsel for the Administrator sent Respondent a letter directing Respondent's attention to Commission Rule 53 and Rule 8.1(b) of the Illinois Rules of Professional Conduct, as authority to request a written response from Respondent to the charge of A.Y., and informing Respondent that if Respondent did not respond within seven days, a

subpoena would be issued compelling him to produce documents and to appear at the ARDC office to provide sworn testimony.

53. By letter dated April 11, 2024, sent to Respondent by FedEx, by regular mail, and by email, counsel for the Administrator set forth the history of all prior attempts by the ARDC to obtain a response from Respondent to A.Y.'s allegations and requested a response by April 26, 2024. The letter also informed Respondent that his name had been removed from the roll of attorneys due to his failure to register and that he was therefore no longer authorized to practice law in Illinois.

54. By email dated April 23, 2024, Respondent acknowledged to counsel for the Administrator that A.Y. had described to him the circumstances relating to the alleged conduct of the Boy Scout leaders. Respondent stated that he told A.Y. that "if he was willing to come forward with this information, there may be legal recourse available to him."

55. By letter dated April 23, 2024, counsel for the Administrator informed Respondent that Respondent's email communication referred to in paragraph 54, above, did not adequately address A.Y.'s allegations, and included a subpoena compelling Respondent to produce a copy of his file relating to legal services provided to A.Y. and to personally appear for a sworn statement at the ARDC office on May 7, 2024. On April 26, 2024, Respondent's wife accepted personal service of the subpoena on Respondent's behalf.

56. By email dated April 24, 2024, Respondent told counsel for the Administrator that A.Y.'s case "lacked a potential funding source" and that Respondent "had to inform him that there was no money to pay his claim. I did that. At that point, my legal duty to A.Y. ended."

57. In Respondent's communications with the ARDC, he did not inform counsel for the Administrator that he had previously submitted a claim in the BSA bankruptcy matter on A.Y.'s behalf and thereafter failed to take any action to pursue the claim.

58. On May 7, 2024, Respondent did not appear for his sworn statement at the ARDC office, nor did Respondent produce any file materials relating to his representation of A.Y. or communicate with the ARDC to request an extension of time to appear or produce his file.

59. On May 20, 2024, M.M. submitted a request for investigation of Respondent requesting that the Administrator investigate Respondent's failure to pursue certain of her claims or to communicate with her, as outlined in Count I, above. As a result, the Administrator initiated investigation number 2024IN01856 into Respondent's alleged misconduct.

60. By letter dated May 20, 2024, sent to Respondent by email, counsel for the Administrator notified Respondent of the initiation of the investigation and asked for his response to M.M.'s allegations.

61. As of November 20, 2024, Respondent had not submitted a response to M.M.'s allegations.

62. Prior to November 20, 2024, the Administrator learned that Respondent was the attorney of record in J.J.'s pending claim with CPS. On November 20, 2024, counsel for Administrator prepared a letter and subpoena for personal service notifying Respondent that the ARDC had learned he was representing J.J. in her claim against CPS and compelling Respondent's appearance at the ARDC office on December 3, 2024, and the production of his files and billing and time records responsive to the allegations of A.Y. and M.M., and in the matter of the pending claim of J.J. On November 26, 2024, Respondent was personally served with the subpoena.

63. Respondent did not appear on December 3, 2024, or produce the records requested by the subpoena. On December 5, 2024, Respondent's wife left a message for the ARDC stating that Respondent did not intend to appear at the ARDC.

64. As of the filing of this complaint, Respondent has not appeared for a sworn statement or produced any records sought by subpoena or communicated with counsel for the Administrator to request to reschedule the sworn statement. Respondent's appearance in response to the April 23, 2024, and November 20, 2024, subpoenas has never been waived or excused.

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

- a. failure to respond to a lawful demand for information from a disciplinary authority, by conduct including failing to respond to the April 23, 2024, or November 20, 2024, subpoenas requesting testimony and documents relating to Respondent's representation of A.Y., M.M., or J.J., in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct.



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