

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

In the Matter of:

ROBBY S. FAKHOURI,

Attorney-Respondent,

No. 6315332.

Commission No. 2021PR00056

NOTICE OF FILING

TO: Jonathan M. Wier, jwier@iardc.org
ARDCeService@iardc.org

PLEASE TAKE NOTICE that on August 5, 2021, I filed the attached Answer with the Clerk of the Attorney Registration and Disciplinary Commission in Chicago, Illinois, copies of which are hereby served upon you.

/s/ James A. Doppke, Jr.

BY: James A. Doppke, Jr.

Counsel for Respondent

PROOF OF SERVICE

The undersigned attorney hereby certifies that he served the above Notice of Filing, and the attached Answer, by emailing them to the email addresses listed above on August 5, 2021.

/s/ James A. Doppke, Jr.

James A. Doppke, Jr.

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ANSWER

NOW COMES Respondent, Robby S. Fakhouri, by and through his attorney, James A. Doppke, Jr., Robinson, Stewart, Montgomery & Doppke, LLC, and for his answer to the Administrator's Complaint in this matter, states as follows:

ALLEGATIONS COMMON TO COUNTS I-XIII

1. At all times related to this complaint, Respondent owned a small law firm, The Fakhouri Firm, LLC, and practiced primarily in the area of plaintiff's personal injury claims.

ANSWER: Respondent admits the allegations contained in paragraph 1.

2. At all times related to this complaint, Respondent maintained and was the sole signatory on an IOLTA client trust account ending with the numbers 3580 and held at Bank of America ("BOA IOLTA Account"). The account was titled "Illinois IOLTA Trust Accounts, The Fakhouri Firm, LLC."

ANSWER: Respondent admits the allegations contained in paragraph 2.

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COUNT I

(Alleged conversion of \$24,333.33 in Settlement Proceeds - Bonita Barlow)

3. On or about December 21, 2017, Bonita Barlow ("Barlow") and Tommie Mathis were involved in a vehicle collision in Maywood, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 3.

4. After the collision, Respondent and Barlow agreed that Respondent would represent her in pursuing a claim against Mathis' insurer, Government Employees Insurance Company ("GEICO"). Respondent and Barlow agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Barlow's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 4.

5. On June 18, 2018, GEICO issued a check payable to the Fakhouri Firm and Barlow in the amount of \$25,000 as full and final settlement for the injuries Barlow sustained in the collision. Respondent deposited that check into his BOA IOLTA Account on July 3, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 5.

6. On August 15, 2018, GEICO issued a second check payable to the Fakhouri Firm and Barlow, as the parent and guardian of DeShaun Barlow-Murphy, in the amount of \$11,500 as full and final settlement for the injuries sustained by her child in the collision described above. Respondent deposited that check into the BOA IOLTA Account on August 20, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 6.

7. Pursuant to the fee agreement with Barlow, Respondent was entitled to no more than \$12,166.67 in fees, leaving the balance of \$24,333.33 for payment to Barlow or any of her lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 7.

8. On September 24, 2018, prior to any disbursement to or on behalf of Barlow, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 8.

9. As of September 24, 2018, Respondent had used at least \$24,333.33 of the settlement proceeds belonging to Barlow, or designated to pay lienholders on Barlow's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 9.

10. At no time did Barlow authorize Respondent to use any portion of her settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 10.

11. Respondent's use of the \$24,333.33 constituted conversion of the funds due to Barlow or her lienholders.

ANSWER: The allegations contained in paragraph 11 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 11.

12. At the time Respondent used the funds of Barlow or her lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 12. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

13. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$24,333.33 of Barlow's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Barlow or third party lienholders, 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 knowingly converting at least \$24,333.33 of Barlow's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 13 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 13.

COUNT II

(Alleged conversion of \$66,546.94 in Settlement Proceeds - Sergio Perez)

14. On or about September 10, 2015, Sergio Perez ("Perez") was involved in a vehicle collision near 4635 West Foster Avenue in Chicago.

ANSWER: Respondent admits the allegations contained in paragraph 14.

15. On or about March 15, 2016, Respondent and Perez agreed that Respondent would represent him in a personal injury action relating to the incident described above.

Respondent and Perez agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Perez's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 15.

16. On June 28, 2017, State Farm Mutual Automobile Insurance Company issued a check payable to the Fakhouri Firm and Perez in the amount of \$100,000 to settle Perez's uninsured motorist claim. Respondent deposited that check into his BOA IOLTA Account after June 28, 2017.

ANSWER: Respondent admits the allegations contained in paragraph 16.

17. Pursuant to the fee agreement with Perez, Respondent was entitled to no more than \$33,333.33 in fees and \$119.73 to cover expenses he incurred relating to the matter. This left the balance of \$66,546.94 for payment to Perez or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 17.

18. On July 1, 2018, prior to any disbursement to or on behalf of Perez, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 18.

19. As of July 1, 2018, Respondent had used at least \$66,546.94 of the settlement proceeds belonging to Perez, or designated to pay lienholders on Perez's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 19.

20. At no time did Perez authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 20.

21. Respondent's use of the \$66,546.94 constituted conversion of the funds due to Perez or his lienholders.

ANSWER: The allegations contained in paragraph 21 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 21.

22. At the time Respondent used the funds of Perez or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 22. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

23. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$66,546.94 of Perez's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Perez or third party lienholders, 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 knowingly converting at least \$66,546.94 of Perez's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 23 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 23.

COUNT III

(Alleged conversion of \$14,000 in Settlement Proceeds - Natalie Tientcheu)

24. On or about November 3, 2016, Natalie Tientcheu ("Tientcheu") was involved in a vehicle collision in Markham, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 24.

25. On or about November 10, 2016, Respondent and Tientcheu agreed that Respondent would represent her in a personal injury action relating to the incident described above. Respondent and Tientcheu agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Tientcheu's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 25.

26. On March 22, 2017, Great West Casualty Company issued a check payable to the Fakhouri Firm and Tientcheu in the amount of \$21,000 to settle Tientcheu's claim. Respondent deposited that check into his BOA IOLTA Account after March 22, 2017.

ANSWER: Respondent admits the allegations contained in paragraph 26.

27. Pursuant to the fee agreement with Tientcheu, Respondent was entitled to no more than \$7,000 in fees. This left the balance of \$14,000 for payment to Tientcheu or any of her lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 27.

28. On July 1, 2018, prior to any disbursement to or on behalf of Tientcheu, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 28.

29. As of July 1, 2018, Respondent had used at least \$14,000 of the settlement proceeds belonging to Tientcheu, or designated to pay lienholders on Tientcheu's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 29.

30. At no time did Tientcheu authorize Respondent to use any portion of her settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 30.

31. Respondent's use of the \$14,000 constituted conversion of the funds due to Tientcheu or her lienholders.

ANSWER: The allegations contained in paragraph 31 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 31.

32. At the time Respondent used the funds of Tientcheu or her lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 32. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

33. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$14,000 of Tientcheu's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Tientcheu or third party lienholders, 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 knowingly converting at least \$14,000 of Tientcheu's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 33 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 33.

COUNT IV

(Alleged conversion of \$6,476.96 in Settlement Proceeds - Joseph DeMarco)

34. On or about September 29, 2017, Joseph DeMarco ("DeMarco") and Kevin Freund were involved in a vehicle collision near Estate and Hill Roads in Rockford, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 34.

35. On or about October 6, 2017, Respondent and DeMarco agreed that Respondent would represent him in a personal injury action relating to the incident described above. Respondent and DeMarco agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on DeMarco's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 35.

36. On August 3, 2018, Country Mutual Insurance Company issued a check payable to the Fakhouri Firm and DeMarco in the amount of \$10,000 to settle DeMarco's claim. Respondent deposited that check into his BOA IOLTA Account on or about August 8, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 36.

37. Pursuant to the fee agreement with DeMarco, Respondent was entitled to no more than \$3,333.33 in fees and \$189.71 to cover expenses he incurred relating to the matter. This left the balance of \$6,476.96 for payment to DeMarco or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 37.

38. On September 24, 2018, prior to any disbursement to or on behalf of DeMarco, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 38.

39. As of September 24, 2018, Respondent had used at least \$6,476.96 of the settlement proceeds belonging to DeMarco, or designated to pay lienholders on DeMarco's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 39.

40. At no time did DeMarco authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 40.

41. Respondent's use of the \$6,476.96 constituted conversion of the funds due to DeMarco or his lienholders.

ANSWER: The allegations contained in paragraph 41 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 41.

42. At the time Respondent used the funds of DeMarco or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 42. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

43. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$6,476.96 of DeMarco's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to DeMarco or third party lienholders, 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 knowingly converting at least \$6,476.96 of DeMarco's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 43 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 43.

COUNT V

(Alleged conversion of \$3,805.30 in Settlement Proceeds - Juan Carreno)

44. On or about June 21, 2017, Juan Carreno (“Carreno”) was involved in a vehicle collision near 5020 Pulaski Road in Chicago.

ANSWER: Respondent admits the allegations contained in paragraph 44.

45. On or about July 28, 2017, Respondent and Carreno agreed that Respondent would represent him in a personal injury action relating to the incident described above. Respondent and Carreno agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Carreno’s behalf.

ANSWER: Respondent admits the allegations contained in paragraph 45.

46. On August 21, 2018, State Farm Mutual Automobile Insurance Company issued a check payable to the Fakhouri Firm and Carreno in the amount of \$11,161.07 to settle Carreno’s claim. Respondent deposited that check into the BOA IOLTA Account on August 27, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 46.

47. Pursuant to the fee agreement with Carreno, Respondent was entitled to no more than \$3,720.35 in fees and \$115.20 to cover expenses he incurred relating to the matter. This left the balance of \$7,325.51 for payment to Carreno or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 47.

48. On September 14, 2018, prior to any disbursement to or on behalf of Carreno, the balance of Respondent’s BOA IOLTA Account was \$3,520.21.

ANSWER: Respondent admits the allegations contained in paragraph 48.

49. As of July 1, 2018, Respondent had used at least \$3,805.30 of the settlement proceeds belonging to Carreno, or designated to pay lienholders on Carreno's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 49.

50. At no time did Carreno authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 50.

51. Respondent's use of the \$3,805.30 constituted conversion of the funds due to Carreno or his lienholders.

ANSWER: The allegations contained in paragraph 51 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 51.

52. At the time Respondent used the funds of Carreno or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 52. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

53. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$3,805.30 of

Carreno's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Carreno or third party lienholders, 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 knowingly converting at least \$3,805.30 of Carreno's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 53 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 53.

COUNT VI

(Alleged conversion of \$13,761.29 in Settlement Proceeds - Zeyad Alshwayyat)

54. On or about February 25, 2017, Zeyad Alshwayyat ("Alshwayyat") was involved in a vehicle collision in South Bend, Indiana.

ANSWER: Respondent admits the allegations contained in paragraph 54.

55. On or about March 6, 2017, Respondent and Alshwayyat agreed that Respondent would represent him in a personal injury action relating to the incident described above. Respondent and Alshwayyat agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Alshwayyat's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 55.

56. On August 6, 2018, USAA Casualty Insurance Company issued a check payable to the Fakhouri Firm and Alshwayyat in the amount of \$21,000 to settle Alshwayyat's claim. Respondent deposited that check into the BOA IOLTA Account on or about August 14, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 56.

57. Pursuant to the fee agreement with Alshwayyat, Respondent was entitled to no more than \$7,000 in fees and \$238.71 to cover expenses he incurred relating to the matter. This left the balance of \$13,761.29 for payment to Alshwayyat or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 57.

58. On September 24, 2018, prior to any disbursement to or on behalf of Alshwayyat, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 58.

59. As of September 24, 2018, Respondent had used at least \$13,761.29 of the settlement proceeds belonging to Alshwayyat, or designated to pay lienholders on Alshwayyat's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 59.

60. At no time did Alshwayyat authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 60.

61. Respondent's use of the \$13,761.29 constituted conversion of the funds due to Alshwayyat or his lienholders.

ANSWER: The allegations contained in paragraph 61 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 61.

62. At the time Respondent used the funds of Alshwayyat or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 62. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

63. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$13,761.29 of Alshwayyat's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Alshwayyat or third party lienholders, 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 knowingly converting at least \$13,761.29 of Alshwayyat's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 63 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 63.

COUNT VII

(Alleged conversion of \$4,508.33 in Settlement Proceeds - Dwayne Barnes)

64. On or about April 21, 2017, Dwayne Barnes ("Barnes") was involved in a vehicle collision on State Route 200 in Waldo, Florida.

ANSWER: Respondent admits the allegations contained in paragraph 54.

65. On or about May 6, 2017, Respondent and Barnes agreed that Respondent would represent him in a personal injury action relating to the incident described above. Respondent and Barnes agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Barnes's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 54.

66. On October 31, 2017, Canal Insurance Company issued a check payable to the Fakhouri Firm and Barnes in the amount of \$6,800 to settle Barnes's claim. Respondent deposited that check into the BOA IOLTA Account on or about October 31, 2017.

ANSWER: Respondent admits the allegations contained in paragraph 54.

67. Pursuant to the fee agreement with Barnes, Respondent was entitled to no more than \$2,266.67 in fees and \$25.00 to cover expenses he incurred relating to the matter. This left the balance of \$4,508.33 for payment to Barnes or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 54.

68. On July 1, 2018, prior to any disbursement to or on behalf of Barnes, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 54.

69. As of July 1, 2018, Respondent had used at least \$4,508.33 of the settlement proceeds belonging to Barnes, or designated to pay lienholders on Barnes's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 54.

70. At no time did Barnes authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 54.

71. Respondent's use of the \$4,508.33 constituted conversion of the funds due to Barnes or his lienholders.

ANSWER: The allegations contained in paragraph 71 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 71.

72. At the time Respondent used the funds of Barnes or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 72. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

73. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$4,508.33 of Barnes's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the

amount then belonging to Barnes or third party lienholders, 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 knowingly converting at least \$4,508.33 of Barnes's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 73 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 73.

COUNT VIII

(Alleged conversion of \$3,851.24 in Settlement Proceeds - Motasem Alshaahin)

74. On or about February 25, 2017, Motasem Alshaahin ("Alshaahin") was involved in a vehicle collision in South Bend, Indiana.

ANSWER: Respondent admits the allegations contained in paragraph 74.

75. On or about March 6, 2017, Respondent and Alshaahin agreed that Respondent would represent him in a personal injury action relating to the incident described above. Respondent and Alshaahin agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Alshaahin's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 75.

76. On September 6, 2018, USAA Casualty Insurance Company issued a check payable to the Fakhouri Firm and Alshaahin in the amount of \$5,800 to settle Alshaahin's

claim. Respondent deposited that check into the BOA IOLTA Account on or about September 12, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 76.

77. Pursuant to the fee agreement with Alshaahin, Respondent was entitled to no more than \$1,933.33 in fees and \$15.43 to cover expenses he incurred relating to the matter. This left the balance of \$3,851.24 for payment to Alshaahin or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 77.

78. On September 24, 2018, prior to any disbursement to or on behalf of Alshaahin, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 78.

79. As of September 24, 2018, Respondent had used at least \$3,851.24 of the settlement proceeds belonging to Alshaahin, or designated to pay lienholders on Alshaahin's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 79.

80. At no time did Alshaahin authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 80.

81. Respondent's use of the \$3,851.24 constituted conversion of the funds due to Alshaahin or his lienholders.

ANSWER: The allegations contained in paragraph 81 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 81.

82. At the time Respondent used the funds of Alshaahin or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 82. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

83. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$3,851.24 of Alshaahin's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Alshaahin or third party lienholders, 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 knowingly converting at least \$3,851.24 of Alshaahin's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 83 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 83.

COUNT IX

(Alleged conversion of \$9,064.37 in Settlement Proceeds - Christine Madrid)

84. On or about April 1, 2018, Christine Madrid ("Madrid") was involved in a vehicle collision in Plainfield, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 84.

85. On or about April 4, 2018, Respondent and Madrid agreed that Respondent would represent her in a personal injury action relating to the incident described above. Respondent and Madrid agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Madrid's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 85.

86. On September 24, 2018, State Farm Mutual Automobile Insurance Company issued a check payable to the Fakhouri Firm and Madrid in the amount of \$13,898.11 to settle Madrid's claim. Respondent deposited that check into his BOA IOLTA Account on or about September 26, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 86.

87. Pursuant to the fee agreement with Madrid, Respondent was entitled to no more than \$4,632.70 in fees and \$201.04 to cover expenses he incurred relating to the matter. This left the balance of \$9,064.37 for payment to Madrid or any of her lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 87.

88. On December 1, 2018, prior to any disbursement to or on behalf of Madrid, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 88.

89. As of December 1, 2018, Respondent had used at least \$9,064.37 of the settlement proceeds belonging to Madrid, or designated to pay lienholders on Madrid's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 89.

90. At no time did Madrid authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 90.

91. Respondent's use of the \$9,064.37 constituted conversion of the funds due to Madrid or her lienholders.

ANSWER: The allegations contained in paragraph 91 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 91.

92. At the time Respondent used the funds of Madrid or her lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 92. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

93. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$9,064.37 of Madrid's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Madrid or third party lienholders, 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 knowingly converting at least \$9,064.37 of Madrid's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 93 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 93.

COUNT X

(Alleged conversion of \$11,264.66 in Settlement Proceeds - McGrath Auto Group)

94. On or about March 3, 2017, Hogan Transportation, Inc. ("Hogan") allegedly caused damage to an automobile owned by McGrath Auto Group ("McGrath").

ANSWER: Respondent admits the allegations contained in paragraph 94.

95. After March 3, 2017, but before September 1, 2017, Respondent agreed to represent McGrath in a claim for property damage against Hogan. At the time of the agreement, Respondent and McGrath did not have a written agreement regarding the fee that Respondent would receive for the representation.

ANSWER: Respondent admits the allegations contained in paragraph 95.

96. On September 1, 2017, Great West Casualty Company issued a check payable to the Fakhouri Firm and McGrath in the amount of \$12,500 to settle McGrath's claim against Hogan. Respondent deposited that check into his BOA IOLTA Account.

ANSWER: Respondent admits the allegations contained in paragraph 96.

97. On or about September 1, 2017, Respondent prepared a settlement statement. That statement provided that Respondent would receive a fee of \$1,235.34 for representing McGrath in its claim against Hogan. The statement also provided that of the \$12,500

settlement, \$11,264.66 was due to McGrath. A representative of McGrath signed the settlement statement on September 14, 2017.

ANSWER: Respondent admits the allegations contained in paragraph 97.

98. Pursuant to the McGrath settlement statement, Respondent was entitled to no more than \$1,235.34 in fees.

ANSWER: Respondent admits the allegations contained in paragraph 98.

99. On July 1, 2018, prior to any disbursement to McGrath, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 99.

100. As of July 1, 2018, Respondent had used at least \$11,264.66 of the settlement proceeds belonging to McGrath for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 100.

101. At no time did McGrath authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 101.

102. Respondent's use of the \$11,264.66 constituted conversion of the funds due to McGrath.

ANSWER: The allegations contained in paragraph 102 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 102.

103. At the time Respondent used the funds of McGrath, Respondent acted dishonestly, as he knew that he was using McGrath's funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 103. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

104. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$11,264.66 of McGrath's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to McGrath, 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 knowingly converting at least \$11,264.66 of McGrath's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 104 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 104.

COUNT XI

(Alleged conversion of \$3,949.62 in Settlement Proceeds - Anthony Nesheiwat)

105. On or about August 11, 2016, Anthony Nesheiwat ("Nesheiwat") was involved in a vehicle collision in Huntley, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 105.

106. After the collision described above, Respondent and Nesheiwat agreed that Respondent would represent him in a personal injury action relating to the incident.

Respondent and Nesheiwat agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Nesheiwat's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 106.

107. On February 27, 2017, State Farm Mutual Automobile Insurance Company issued a check payable to the Fakhouri Firm and Nesheiwat in the amount of \$6,000 to settle Nesheiwat's claim. Respondent deposited that check into his BOA IOLTA Account.

ANSWER: Respondent admits the allegations contained in paragraph 107.

108. Pursuant to the fee agreement with Nesheiwat, Respondent was entitled to no more than \$2,000 in fees and \$50.38 to cover expenses he incurred relating to the matter. This left the balance of \$3,949.62 for payment to Nesheiwat or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 108.

109. On July 1, 2018, prior to any disbursement to or on behalf of Nesheiwat, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 109.

110. As of July 1, 2018, Respondent had used at least \$3,949.62 of the settlement proceeds belonging to Nesheiwat, or designated to pay lienholders on Nesheiwat's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 110.

111. At no time did Nesheiwat authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 111.

112. Respondent's use of the \$3,949.62 constituted conversion of the funds due to Nesheiwat or his lienholders.

ANSWER: The allegations contained in paragraph 112 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 112.

113. At the time Respondent used the funds of Nesheiwat or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 113. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

114. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$3,949.62 of Nesheiwat's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Nesheiwat or third party lienholders, 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 knowingly converting at least \$3,949.62 of Nesheiwat's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 114 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 114.

COUNT XII

(Alleged conversion of \$53,873.05 in Settlement Proceeds - George Khoshaba)

115. On or about February 20, 2016, George Khoshaba ("Khoshaba") was involved in a vehicle collision near Pyott and Jennings Roads in Crystal Lake, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 115.

116. On or about February 25, 2016, Respondent and Khoshaba agreed that Respondent would represent him in a personal injury action relating to the incident described above. Respondent and Khoshaba agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Khoshaba's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 116.

117. On April 9, 2018, USAA General Indemnity Company issued a check payable to the Fakhouri Firm and Khoshaba in the amount of \$81,550 to settle Khoshaba's claim. Respondent deposited that check into his BOA IOLTA Account after April 9, 2018.

ANSWER: Respondent admits the allegations contained in paragraph 117.

118. Pursuant to the fee agreement with Khoshaba, Respondent was entitled to no more than \$27,183.33 in fees and \$493.62 to cover expenses he incurred relating to the matter. This left the balance of \$53,873.05 for payment to Khoshaba or any of his lienholders.

ANSWER: Respondent admits the allegations contained in paragraph 118.

119. On July 1, 2018, prior to any disbursement to or on behalf of Khoshaba, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 119.

120. As of July 1, 2018, Respondent had used at least \$53,873.05 of the settlement proceeds belonging to Khoshaba, or designated to pay lienholders on Khoshaba's behalf, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 120.

121. At no time did Khoshaba authorize Respondent to use any portion of his settlement proceeds for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 121.

122. Respondent's use of the \$53,873.05 constituted conversion of the funds due to Khoshaba or his lienholders.

ANSWER: The allegations contained in paragraph 122 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 122.

123. At the time Respondent used the funds of Khoshaba or his lienholders, Respondent acted dishonestly, as he knew that he was using their funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 123. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

124. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$53,873.05 of Khoshaba's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Khoshaba or third party lienholders, 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 knowingly converting at least \$53,873.05 of Khoshaba's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 124 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 124.

COUNT XIII

(Alleged conversion of \$65,717.63 in Settlement Proceeds - Annalisiya Villalobos (a minor))

125. On or about April 1, 2018, Annalisiya Villalobos, a minor passenger, ("Annalisiya") and Perry Howell were involved in a vehicle collision in Plainfield, Illinois.

ANSWER: Respondent admits the allegations contained in paragraph 125.

126. On or about April 4, 2018, Christina Madrid ("Madrid"), on behalf of her daughter Annalisiya, and Respondent agreed that Respondent would represent Annalisiya in a personal injury action relating to the incident described above. Respondent and Madrid agreed that Respondent would receive a contingent fee for the representation equal to one-third of the total amount obtained or recovered on Annalisiya's behalf.

ANSWER: Respondent admits the allegations contained in paragraph 126.

127. On October 19, 2018, Respondent filed a petition to approve a settlement in the case entitled *Christina Madrid, as mother and next of friend of Annalisiya Villalobos, et al. v. Grace Passarelli, et al.*, case number 2018L011052, pending in the Circuit Court of Cook County. The petition requested the court's approval of a proposed \$100,000 settlement and distribution of the funds.

ANSWER: Respondent admits the allegations contained in paragraph 127.

128. On December 11, 2018, the Honorable Judge Allen Price Walker entered in order in case number 2018L011052 approving the petition to approve the minor's settlement. The order provided for attorney's fees in the amount of \$33,333.33 and litigation expenses of \$949.04. The order further provided for the remaining \$65,717.63 to be transferred to the Probate Division for approval and distribution upon Annalisiya reaching the age of majority, or July 7, 2028.

ANSWER: Respondent admits the allegations contained in paragraph 128.

129. On or about December 21, 2018, State Farm Insurance Company issued a check payable to Christina Madrid and the Fakhouri Firm in the amount of \$100,000 as full and final settlement of Annalisiya's claim. Respondent deposited that check into his BOA IOLTA Account on December 26, 2018

ANSWER: Respondent admits the allegations contained in paragraph 129.

130. Pursuant to the fee agreement with Madrid and the December 11, 2018 court order, Response was entitled to no more than \$33,333.33 in fees and \$949.04 in litigation expenses. The remaining \$65,717.63 should have remained in Respondent's BOA IOLTA

Account until transfer to the Probate Division for the eventual distribution of funds to Annalisiya.

ANSWER: Respondent admits the allegations contained in paragraph 130.

131. On July 25, 2019, prior to any disbursement to or on behalf of Annalisiya or transfer of any funds to the Probate Division, the balance of Respondent's BOA IOLTA Account was negative.

ANSWER: Respondent admits the allegations contained in paragraph 131.

132. As of July 25, 2019, Respondent had used the entire \$65,717.63 of the settlement proceeds that should have been transferred to the Probate Division for the benefit of Annalisiya, for his own business or personal purposes.

ANSWER: Respondent admits the allegations contained in paragraph 132.

133. At no time did Madrid, the Circuit Court, or the Probate Division authorize Respondent to use any portion of the settlement proceeds that should have been transferred to the Probate Division for the benefit of Annalisiya for his own purposes.

ANSWER: Respondent admits the allegations contained in paragraph 133.

134. Respondent's use of the \$65,717.63 constituted conversion of the funds that should have been transferred to the Probate Division for the benefit of Annalisiya.

ANSWER: The allegations contained in paragraph 134 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 134.

135. At the time Respondent used the funds that should have been transferred to the Probate Division for the benefit of Annalisiya, Respondent acted dishonestly, as he knew that he was using those funds for his own purposes.

ANSWER: Respondent denies the allegations contained in paragraph 135. Further answering, Respondent affirmatively states that during 2018, he was experiencing a severe mental health crisis that negatively impacted his ability to account for client funds correctly.

136. 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 the lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including converting at least \$65,717.63 of Annalisiya's settlement proceeds to his own use and causing the balance in his BOA IOLTA Account to fall below the amount then belonging to Annalisiya or third party lienholders, 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 knowingly converting at least \$65,717.63 of Annalisiya's settlement funds to his own use and without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: The allegations contained in paragraph 136 are not factual, but rather state legal conclusions. Therefore, no answer is required. To the extent that an answer is deemed required, Respondent denies the allegations contained in paragraph 136.

RESPONDENT'S DISCLOSURE PURSUANT TO COMMISSION RULE 231

1. Respondent is admitted to practice law in the state of Illinois and in the United States District Court for the Northern District of Illinois.

2. Respondent currently holds no other professional licenses other than his license to practice law.

Respectfully submitted,

/s/ James A. Doppke, Jr.

BY: Counsel for Respondent

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