

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

In the Matter of:	)	
	)	
ROBBY S. FAKHOURI,	)	
	)	Commission No. 2021PR00056
Attorney-Respondent,	)	
	)	
No. 6315332.	)	

COMPLAINT

Jerome Larkin, Administrator of the Attorney Registration and Disciplinary Commission, by his attorney, Jonathan M. Wier, pursuant to Supreme Court Rule 753(b), complains of Respondent Robby S. Fakhouri (“Respondent”), who was licensed to practice law in Illinois on May 1, 2014, and alleges that Respondent has engaged in the following conduct which subjects him to discipline pursuant to Supreme Court Rule 770:

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.
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.”

COUNT I

*(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.

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.

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.

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.

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.

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.

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.

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

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

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.

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).

## COUNT II

*(Conversion of \$66,645.94 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.

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.

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.

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 \$66,645.94 for payment to Perez or any of his lienholders.

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.

19. As of July 1, 2018, Respondent had used at least \$66,645.94 of the settlement proceeds belonging to Perez, or designated to pay lienholders on Perez's behalf, for his own business or personal purposes.

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

21. Respondent's use of the \$66,645.94 constituted conversion of the funds due to Perez or his lienholders.

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.

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 \$66,645.94 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 \$66,645.94 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).

### COUNT III

#### *(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.

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.

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.

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.

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.

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.

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

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

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.

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).

#### COUNT IV

*(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.

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.

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.

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.

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.

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.

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

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

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.

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).

#### COUNT V

*(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.

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.

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.

47. Pursuant to the fee agreement with Carreno, Respondent was entitled to no more than \$3,683.16 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.

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.

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.



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

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

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.

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).

#### COUNT VI

*(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.

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.

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.

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.

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.

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.

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

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

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.

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).

#### COUNT VII

*(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.

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.

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.

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.

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.

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.

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

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

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.

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).

#### COUNT VIII

*(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.

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.

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.

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.

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.

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.

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

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

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.

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).

#### COUNT IX

*(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.

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.

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.

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.

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.

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.

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

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

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.

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).

COUNT X

*(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”).

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.

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.

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.

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

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

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.

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



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

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.

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).

#### COUNT XI

*(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.

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.

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.

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.

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.

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.

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

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

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.

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).

COUNT XII  
*(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.

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.

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.

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.

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.

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.

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

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

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.

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).

#### COUNT XIII

*(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.

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.

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.

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.

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

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.

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.

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.

133. At no time did Madrid, the Circuit Court, or the Probate Division authorize Respondent to use any portion of her settlement proceeds for his own purposes.

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.

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.

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).

WHEREFORE, the Administrator requests that this matter be referred to a panel of the Hearing Board of the Commission, that a hearing be conducted, and that the Hearing Panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Jerome Larkin, Administrator  
Attorney Registration and  
Disciplinary Commission

By: /s/ Jonathan M. Wier  
Jonathan M. Wier

Jonathan M. Wier  
Counsel for Administrator  
One Prudential Plaza  
130 East Randolph Drive, Suite 1500  
Chicago, Illinois 60601-6219  
Telephone: (312) 565-2600  
E-mail: [ARDCeService@iadc.org](mailto:ARDCeService@iadc.org)  
E-mail: [jwier@iadc.org](mailto:jwier@iadc.org)  
MAINLIB\_#1382741-v1