

BEFORE THE SUPREME COURT COMMITTEE ON PROFESSIONAL CONDUCT
PANEL A

FILED

IN RE: RON L. GOODMAN, Respondent
 Arkansas Bar ID#86070
 CPC Docket No. 2010-080

NOV 21 2011

**LESLIE W. STEEN
CLERK**

CONSENT FINDINGS AND ORDER

The formal charges of misconduct upon which this Findings and Order is based arose from information provided to the Committee by Ellen Lewis in an Affidavit dated September 17, 2010. The information related to the representation of Ms. Lewis by Respondent beginning in 2007.

On October 20, 2010, Respondent was served with a formal complaint, supported by affidavit from Ellen Lewis. Mr. Goodman filed a timely response and the matter proceeded to ballot vote before Panel B of the Committee pursuant to the Procedures of the Arkansas Supreme Court Regulating Professional Conduct of Attorneys at Law. (2002) Thereafter, a timely request for de novo hearing was submitted. The Respondent and the Executive Director negotiated a discipline by consent proposal, which was submitted to this Panel.

The information before the Panel reflected that Ms. Lewis initially hired Ron Goodman, an attorney practicing primarily in Little Rock and Conway, on August 29, 2007, to assist her in certain post-Decree matters arising from a divorce action. Specifically, she hired him to assist her in recovering one half of her ex-husband's pension from the Mars Corporation. She explained that this had been agreed upon in May 2007, at the conclusion of the divorce proceeding.

Ms. Lewis and Mr. Goodman entered into an Attorney / Client Agreement. The agreement specifically provided that the fees were \$2500; or \$5000 if trial. Mr. Goodman

acknowledged that he quoted the fee and went on to explain that his contract also stated that additional work would be charged at \$250 per hour.

Mr. Goodman requested the file from the Chicot County Circuit Clerk immediately upon hire. A month later, Ms. Lewis received a billing statement which set out the \$2500 fee and showed the payments she had made. He also sent a letter to her ex-husband at that time.

Three (3) months after being hired, Mr. Goodman sent Ms. Lewis a letter and requested that she deposit the other \$2500 because a Court appearance was going to be necessary. The payment was made by Ms. Lewis on November 15, 2007, and was acknowledged by Mr. Goodman. Mr. Goodman's trust account records, provided by him at the request of the Office of Professional Conduct, clearly demonstrate that those funds were not placed into his IOLTA trust account at that time or any time thereafter. Further, no court appearance was ever conducted in this matter.

In July 2008, Mr. Goodman wrote Ms. Lewis and provided her with a copy of a QDRO which was to enable her to receive the additional \$46,808.44, from Signature Bank IRA. She did not receive the funds because there was a problem with the QDRO. Ms. Lewis attempted to call Mr. Goodman to speak with him about the matter but he did not return her telephone messages. Again she was required to write him a letter and set out the information. Finally, the issues with the QDRO were resolved. Mr. Goodman did address the issue with regard to interest on the division between Ms. Lewis and her ex-husband.

In December 2008, Ms. Lewis again wrote Mr. Goodman and requested information about what efforts he was undertaking with regard to the pension. Mr. Goodman advised Ms. Lewis that he filed a pleading with the Circuit Court Clerk in attempt to recover a portion of the

pension proceeds during January 2009. This was 16 months after Mr. Goodman was hired to assist Ms. Lewis with this matter. To this stage, there has been no court hearing or court appearance, merely a pleading filed asking for relief. More weeks passed with Ms. Lewis hearing nothing from Mr. Goodman.

After Ms. Lewis filed her grievance with the Office of Professional Conduct, she learned that a Motion to Dismiss had been filed by her ex-husband's lawyer after he received the pleading filed by Mr. Goodman. The Chicot County Circuit Clerk Docket Sheet demonstrates that the Motion was filed on January 20, 2009. As of April 30, 2009, Mr. Goodman had not filed any response on Ms. Lewis' behalf. He also had not informed her that such a Motion had been filed. Mr. Goodman did not file a Response to the Motion to Dismiss until May 11, 2009, after a letter was sent to him investigating the disciplinary matter.

On March 19, 2009, immediately prior to filing her grievance with the Office of Professional Conduct, Ms. Lewis called Mr. Goodman. She explained that she had been waiting to hear something from him for months and wanted to know what was going on in the matter. She offered that she could not continue to lose money given her health issues, etc. Ms. Lewis explained that Mr. Goodman called her back almost immediately and she understood him to state that he was done with her and that he would return her files. He did not do so. He also did not return the \$2500 that was to have been deposited for fees for a court appearance or hearing.

Ms. Lewis made copies of all her letters to Mr. Goodman wherein she had requested her files and sent them to him by certified mail. He did not sign for the mailing.

Mr. Goodman was written by the Office of Professional Conduct on April 30, 2009. In his response, Mr. Goodman explained that he met with Ms. Lewis on May 21, 2009, in his office

and gave her copies of all materials in her file. According to Ms. Lewis, Mr. Goodman gave her approximately 20 pages of correspondence, not the entirety of the file. She also explained that the bulk of what she received was a copy of correspondence she had sent Mr. Goodman. Mr. Goodman also advised in his letter that Ms. Lewis agreed that he had earned the \$5000 fee as he had obtained almost \$100,000 for her in post-decree representation. Ms. Lewis takes exception to this characterization as well, since most of the transfers of funds occurred after her own personal contact with her ex-husband.

Mr. Goodman explained that all the work for the hearing was completed and that the Court was agreeable to a telephone hearing if Ms. Lewis had agreed to it. However, there was no written request for hearing and the Circuit Judge prepared a letter opinion dismissing the matter on June 29, 2009, with an Order to Dismiss entered on July 31, 2009. Both of these documents were sent to Mr. Goodman because he had never filed a Motion to Be Relieved after Ms. Lewis had terminated his representation of her. Mr. Goodman ended his response to the formal disciplinary complaint by setting out that he realized now that he should have returned the \$2,500 to her and then billed her for his time as per the contract that he spent on her case over and about the \$2,500 initial fee.

Upon consideration of the formal complaint and attached exhibit materials, the response, the consent proposal, and other matters before it, and the Arkansas Rules of Professional Conduct, Panel A of the Arkansas Supreme Court Committee on Professional Conduct finds:

1. That Mr. Goodman's conduct violated Rule 1.4(a)(3), when Mr. Goodman would go weeks and even months without providing information to Ms. Lewis about the status of the legal matter he was paid and hired to pursue on her behalf. Rule 1.4(a)(3) requires that a lawyer

keep the client reasonably informed about the status of the matter.

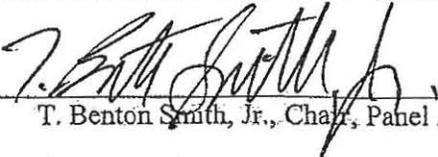
2. That Mr. Goodman's conduct violated Rule 1.15(b)(2), because upon receipt of the \$2,500 from Ms. Lewis, for payment of the portion of the fee set out in the fee agreement for a trial, Mr. Goodman did not place those funds in his IOLTA trust account, although clearly those funds were a fee for a trial as specifically set out in the fee agreement Mr. Goodman presented to Ms. Lewis when she hired him. Rule 1.15(b)(2) requires that a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.

3. That Mr. Goodman's conduct violated Rule 1.16(d) because after Ms. Lewis terminated his representation of her, Mr. Goodman failed to return the unearned portion of the fee, i.e., the \$2500 which was paid for a trial as reflected in his fee agreement prepared by him and presented to Ms. Lewis when she hired him to represent her. Rule 1.16(d) requires, in pertinent part, that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as refunding any advance payment of fee or expense that has not been earned or incurred.

WHEREFORE, it is the decision and order of the Arkansas Supreme Court Committee on Professional Conduct, acting through its authorized Panel B, that RON L. GOODMAN, Arkansas Bar ID# 86070, be, and hereby is, CAUTIONED for his conduct in this matter. In addition, Mr. Goodman is assessed the costs of this proceeding in the amount of ONE HUNDRED DOLLARS (\$100), pursuant to Section 18.A of the Procedures. Mr. Goodman is also ordered to make restitution in the amount of TWO THOUSAND FIVE HUNDRED (\$2,500), in accordance with Section 18.C of the Procedures. The fine, restitution, and costs assessed herein, TOTALING

TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600), shall be payable by cashier's check or money order payable to the "Clerk, Arkansas Supreme Court" delivered to the Office of Professional Conduct within thirty (30) days of the date this Findings and Order is filed of record with the Clerk of the Arkansas Supreme Court.

ARKANSAS SUPREME COURT COMMITTEE
ON PROFESSIONAL CONDUCT - PANEL A

By: 
T. Benton Smith, Jr., Chair, Panel A

Date: November 21, 2011