**BEFORE THE SUPREME COURT COMMITTEE ON PROFESSIONAL CONDUCT**
**PANEL B**

FILED
MAY 21 2009
LESLIE W. STEEN
CLERK

IN RE: WILLIAM S. ROBINSON, Respondent
Arkansas Bar ID#76108
CPC Docket No. 2009-025

**FINDINGS AND ORDER**

The formal charges of misconduct upon which this Findings and Order is based arose from information provided to the Committee by Kimberlee M. Basha of Servicing Solutions, LLC, in an Affidavit dated February 26, 2009. The information related to the representation of Servicing Solution LLC by William S. Robinson, an attorney practicing primarily in North Little Rock, Pulaski County, Arkansas.

On March 2, 2009, Mr. Robinson was served with a formal complaint, supported by affidavit from Ms. Basha. He failed to file a response to the complaint, which failure to timely respond, pursuant to Section 9.C(4) of the Procedures of the Arkansas Supreme Court Regulating Professional Conduct of Attorneys at Law (2008), constitutes an admission of the factual allegations of the formal complaint and extinguishes a Respondent Attorney's right to a public hearing.

The information before the Committee reflected that Servicing Solutions LLC is a servicing agent for many different companies. During January 2004, Servicing Solutions hired William S. Robinson, an attorney practicing primarily in North Little Rock. Mr. Robinson was hired to represent the company in matters including but not limited to litigation and bankruptcy representation. Mr. Robinson was to paid 25% of any recovery on all files. This agreement was not placed in written form. During the course of the representation, communication with Mr.

Robinson became an issue as did timely performance of services.

One of the matters wherein problems became apparent was *Autovest LLC v. Chrissy L. Bruce*, Harrisburg District Court, Civil Division, case number CIV2007-133. On July 7, 2007, Servicing Solutions sent Autovest's claim to Mr. Robinson with advanced costs of $350. Mr. Robinson did not return telephone messages left for him. His services performed on the matter were not diligent either. Finally on June 10, 2008, Mr. Robinson was sent substitution of counsel papers to execute so that Servicing Solutions could hire an attorney who would diligently work on matters and keep the company informed of the status of proceedings. A request was also made for return of unused costs. However, as of the date of Ms. Basha's Affidavit, neither those documents nor costs had been returned despite assurances that they have been mailed.

The second matter in which an issue arose with regard to Mr. Robinson's representation of Servicing Solutions was *Autovest LLC v. Brad J. Andrew*, Washington District Court, Civil Division, Case Number CI 291-05 Mr. Robinson was first provided information and costs on this file in February 2005. The problems with the file began post-Judgment. Mr. Robinson allowed the file to sit for several months with no information about pursuing collection. On June 10, 2008, substitution of counsel documents were sent to Mr. Robinson. Servicing Solutions wished to hire other counsel because of the lack of communication from Mr. Robinson. As of the date of Ms. Basha's Affidavit and in spite of assurances that they had been mailed, no documents had been received with regard to substitution of counsel or file contents.

Another matter in which a problem arose involved *Autovest LLC v. Mary K. Ott and John M. Ott*, Sebastian County Circuit Court, case number CV07-1149. Mr. Robinson was first sent this matter on June 8, 2007. After receiving a copy of the Complaint, communication was again

an issue. Based on no return calls from Mr. Robinson and the lack of information, substitution of counsel documents were sent to Mr. Robinson. As of the date of Ms. Basha's Affidavit, those documents had not been returned.

Servicing Solutions was also to be represented by Mr. Robinson in a garnishment matter involving *Automotive Credit Corporation v. Junita London*, Arkansas County Circuit Court Case Number CIV2001-82. After Mr. Robinson was sent the information for a garnishment and provided $200 in advanced costs, no one at Servicing Solutions was able to speak with him. Finally, substitution of counsel documents were sent. As of the date of Ms. Basha's Affidavit, the documents had not been returned nor had the advanced costs which were unused been returned.

The final matter brought to the Committee's attention was *Autovest LLC, Assignee of Fifth Third Bank vs. Richie Tharp*, Poinsett County District Court, CIV 2005-58. Communication with Mr. Robinson was difficult from the start. In June 2008, Mr. Robinson was sent substitution of counsel documents. He failed to return them to Servicing Solutions as of the date of Ms. Basha's Affidavit.

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

1. That Mr. Robinson's conduct violated Rule 1.3 when he did not act with diligence in his representation of Servicing Solutions with regard to the case of *Autovest LLC v. Chrissy L. Bruce*, Harrisburg District Court, Case No. CIV2007-133; when he did not act with diligence in his representation of Servicing Solutions with regard to the case of *Autovest LLC v. Brad*

*Andrew*, Washington County District Court, Case No. CI291-05; when he did not act with diligence in his representation of Servicing Solutions with regard to the case of *Autovest LLC v. Mary K. Ott and John M. Ott*, Sebastian County Circuit Court, Case No. CV07-1149; when did not act with diligence in his representation of Servicing Solutions with regard to the case of *Automotive Credit Corporation v. Junita London*, Arkansas County Circuit Court, Case No. CIV2001-82; and, when he did not act with diligence in his representation of Servicing Solutions in the case of *Autovest LLC, Assignee of Fifth Third Bank v. Richie Tharp*, Poinsett County District Court, Case No. CIV2005-58. Rule 1.3 requires that a lawyer act with reasonable diligence and promptness in representing a client.

2. That Mr. Robinson's conduct violated Rule 1.4(a)(3) when he did not keep Ms. Basha or other representatives of Servicing Solutions LLC informed of the status of the legal matters in which he was entrusted, nor did he keep Servicing Solutions advised of his efforts, if any, taken on its behalf. Rule 1.4(a)(3) requires that a lawyer keep a client reasonably informed about the status of the matter.

3. That Mr. Robinson's conduct violated Rule 1.4(a)(4) when despite messages left for him by Ms. Basha and others with Servicing Solutions, his client, about the matters in which he was to be representing Servicing Solutions, he failed to respond to the requests for information. Rule 1.4(a)(4) requires that a lawyer promptly comply with reasonable requests for information.

4. That Mr. Robinson's conduct violated Rule 1.5(c) because he failed to place his fee agreement with Servicing Solutions in written form even though it was based on a contingency of any recovery made for his client in the various legal matters. Rule 1.5(c) requires,

in pertinent part, that a contingent fee agreement be in writing and state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery and whether such expenses are to be deducted before or after the contingent fee is calculated.

5. That Mr. Robinson's conduct violated Rule 1.16(d) because based upon his lack of action and communication, Servicing Solutions requested a refund of the advanced payment of costs paid to him in various matters which have not been used so that those costs may be forwarded to other counsel, but as of the date of Ms. Basha'a Affidavit, Mr. Robinson had not refunded the unearned portion of the advanced payment of costs; and, because Servicing Solutions had terminated his representation and requested return of their files and executed documents for substitution of counsel, but Mr. Robinson did not promptly deliver those documents to his former client. Rule 1.16(d) requires 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 that has not been earned or incurred.

6. That Mr. Robinson's conduct violated Rule 8.4(d) because his failure to return the substitution of counsel documents to Servicing Solutions created an unnecessary delay in new counsel being able to pursue various civil matters on behalf of Servicing Solutions. Rule 8.4(d) requires that a lawyer not engage in conduct that is prejudicial to the administration of justice.

WHEREFORE, it is the decision and order of the Arkansas Supreme Court Committee on Professional Conduct, acting through its authorized Panel B, that WILLIAM S. ROBINSON, Arkansas Bar ID#76108, be, and hereby is, **REPRIMANDED** for his conduct in this matter.

Further, pursuant to Section 18.A. of the Procedures, Mr. Robinson is assessed the costs of this proceeding in the amount of **FIFTY DOLLARS ($50)**. In addition, the Committee imposes a **fine of THREE THOUSAND DOLLARS ($3,000)** pursuant to Section 18.B. of the Procedures. In accordance with Section 18.C. of the Procedures, Mr. Robinson is ordered to make restitution for the benefit of Servicing Solutions in the amount of **EIGHT HUNDRED DOLLARS ($800)**. Mr. Robinson is separately sanctioned for his failure to respond to the disciplinary complaint. The separate sanction imposed is a **CAUTION and a TWO HUNDRED FIFTY DOLLAR ($250) fine**. The fines, restitution and costs assessed herein, **totaling FOUR THOUSAND ONE HUNDRED DOLLARS ($4100)**, 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 B

By: Valerie L. Kelly
Valerie Kelly, Chair, Panel B

Date: April 29, 2009