

SUPREME COURT OF WISCONSIN
OFFICE OF LAWYER REGULATION

Public Reprimand With Consent

2022-OLR-5

Robert C. Howard
Attorney at Law

Robert C. Howard (“Howard”) was admitted to the practice of law in Wisconsin on October 4, 1996 (State Bar ID no. 1027903). Howard’s State Bar address of record is 215 W. Court St. Ste. 200, Janesville, Wisconsin 53548. His law license is active and in good standing.

In December of 2021, one of Howard’s clients asked if he would be willing to meet with her friend, Kristina Anderson (“Anderson”), to discuss potentially representing her in a custody case. Howard’s client informed him that Anderson did not have much money and was interested in a payment plan or a barter of services. Howard’s client told him that she and Ms. Anderson worked as adult entertainers and that Ms. Anderson might be willing to barter adult entertainment services for legal representation.

Howard and Anderson met in Howard’s office on December 22, 2021, and discussed the status of her family court case. Anderson informed Howard that she could not afford to pay the \$2,000 advanced fee that he required. Howard suggested that Anderson could perform delivery, errand or cleaning services at a rate of \$15 per hour to offset the advanced fee.

Howard then presented another barter option but informed Anderson that it would have to be kept confidential and “just between them.” Howard offered to accept sexually themed role play with Anderson, including some physical touching, in half hour sessions that he would credit for \$100 toward his \$2,000 advanced fee. Anderson left the December 22, 2021, meeting

without entering into any agreement with Howard. After leaving Howard's office on December 22, 2021, Anderson contacted the Janesville Police Department and reported Howard's offer.

On December 23, 2021, Howard e-mailed Anderson stating;

“So, here is the breakdown of what our agreement would be. You and I will sign an agreement where you are paying me \$2000 for 10 hours of my time. I bill at the rate of \$200 per hour by the tenth of the hour. You are essentially receive (sic) this as a credit which you pay back in one of the three following ways:

1. Small payments of cash, check or money order.
2. Exchange of services for administrative support, errand running, etc. at the rate of \$15 per hour on an as needed basis.
3. Sessions as per our discussion at the rate of \$100 per half hour.”

Howard and Anderson met in Howard's office again on December 27, 2021, to discuss her case but Anderson did not retain Howard's services. Anderson did not engage in any sexually themed role playing with Howard and there was never any physical contact between them. The Janesville Police Department determined that Howard's actions did not involve criminal conduct.

Howard attempted to accept sexually-themed role play with his client that would have included the intentional touching of the intimate parts of a person. Because no prior consensual relationship existed, this conduct would have violated SCR 20:1.8(j), which prohibits a lawyer from having sexual relations with a current client unless a consensual sexual relationship existed when the client-lawyer relationship commenced. By attempting to engage in this conduct, Howard violated SCR 20:8.4(a), which states in relevant part, “It is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct.”

ABA Comment 17 to SCR 20:1.8 states, in pertinent part:

The relationship between lawyer and client is a fiduciary one in which the lawyer occupies the highest position of trust and confidence. The relationship is almost always unequal; thus, a sexual relationship between lawyer and client can involve unfair exploitation of the lawyer's fiduciary role, in violation of the lawyer's basic ethical obligation not to use the trust of the client to the client's disadvantage.... Because of the significant danger of harm to client interests and because the client's own emotional involvement renders it unlikely that the client could give adequate informed consent, this Rule prohibits the lawyer from having sexual relations with a client regardless of whether the relationship is consensual and regardless of the absence of prejudice to the client.

By discussing his interest in sexually themed role play and offering to barter such play for legal services Howard violated SCR 40.15, the attorney's oath, which states: "I will abstain from all offensive personality." SCR 40.15 is enforceable via SCR 20:8.4(g), which states, "It is professional misconduct for a lawyer to violate the attorney's oath."

By discussing his interest in sexually themed role play and offering to barter such play for legal services Howard violated SCR 20:8.4(i), which states: "It is professional misconduct for a lawyer to harass a person on the basis of sex, race, age, creed, religion, color, national origin, disability, sexual preference, or marital status in connection with the lawyer's professional activities."

In accordance with SCR 22.09(3), Attorney Robert C. Howard is hereby publicly reprimanded.

Dated this 28th day of June, 2022.

SUPREME COURT OF WISCONSIN

/s/

L. Michael Tobin
Referee