

SUPREME COURT OF WISCONSIN  
OFFICE OF LAWYER REGULATION

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Public Reprimand With Consent

2014-OLR- 8

Robert M. Goode,  
Attorney at Law

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**Matter No. 1**

Sometime during late December, 2006 or early January, 2007, a woman hired Attorney Robert M. Goode to pursue a matter against a company in a civil suit regarding alleged faulty woodworking installed by the company at the woman's home. On January 31, 2007, Goode sent a retainer letter to his client relating to representation of her in "a construction matter." The terms of the fee agreement signed by the client on February 7, 2007, indicated that Goode would be paid the greater of the following amounts: 33% of the gross sum recovered, the prevailing hourly rate for the hours worked on the case at a rate of \$200 per hour, or the amount the court awarded as fees. The fee agreement also gave Goode the power to endorse any checks received from the adverse party for deposit into his client trust account in order to distribute the money at the end of the case.

After commencing a lawsuit and following court mediation, the adverse party sent Goode a proposed settlement agreement and release stating that the adverse party agreed to pay a total of \$17,500 as full settlement of all claims set forth in the lawsuit including attorney's fees and costs. According to the terms of the proposed agreement, the settlement proceeds were to be paid by the adverse party to Goode in four installments of \$4,375.00 each; which were to be paid on December 1, 2007, January 1, 2008, February 1, 2008 and March 1, 2008. The settlement

agreement was signed, and sometime in early December, 2007, Goode received the first \$4,375.00 installment payment from the adverse party. The \$4,375.00 check was payable to Goode's law firm and deposited into Goode's client trust account on December 12, 2007.

Goode did not receive the January 1, 2008 or February 1, 2008 payments from the adverse party. On or about February 12, 2008, the adverse party sent two checks to Goode: each in the amount of \$4,375.00 representing the January and February installment payments to Goode's client. On March 3, 2008, both checks from the adverse party were returned by the bank for "insufficient funds." No further payments were sent by the adverse party to Goode. The parties subsequently reached an agreement to extend the date for the dismissal of the Dane County action as there were ongoing negotiations. The parties thereafter notified the court that the parties planned to complete settlement of the matter by no later than October 6, 2008. The adverse party, however, failed to follow through with any further payments to Goode's client. After hearing nothing further from the parties, on November 14, 2008, the presiding judge dismissed the pending proceeding.

In October, 2009, Goode's client contacted OLR and indicated that she had been unable to reach Goode prior to his move to the State of Oregon and indicated that she had never received the initial payment from the adverse party under the terms of the settlement agreement, and had not received any other information concerning the status of the matter. In November, 2009, the client indicated that she had recently reached Goode and they were trying to "work this out." On January 10, 2010, the client informed OLR that she had recently received a \$4,375.00 check from Goode which represented the first installment payment from the adverse party under the terms of the settlement agreement. The client also received a copy of a January 21, 2010 letter sent from Goode to the adverse party indicating that full payment had not yet been

received. Goode's client informed OLR that she wanted the remainder of the funds owed to her under the settlement agreement, or in the alternative, for Goode to complete further action on her behalf to collect the funds from the adverse party.

Goode asserted that in early or mid-June, 2009, he spoke to his client while he was still in Wisconsin, informed her of his move to Oregon, and indicated he would work on her case after he moved to Oregon. Goode asserted that when no further payments were made by the adverse party, he should have immediately sent the first installment payment to his client, but instead held the money in his trust account during the entire time. Goode asserted he sent the money to his client subsequent to November, 2009 after he was contacted by OLR. Goode conceded that his communication with his client could have been better and after speaking to his client at the end of March, 2010, and learning that she wanted him to continue to litigate the case, he should have done so, but never did. There was no further activity by Goode to reopen the closed proceeding nor were any other steps taken by Goode to file a new complaint or take other action on behalf of the client against the adverse party.

By failing, prior to the court's November 2008 dismissal of his client's action against the company, to inform the court that the company had not satisfied settlement terms, and in failing from November, 2008 to January, 2012 to pursue any further action against the company on behalf of his client to collect the amounts owed under the settlement agreement or otherwise advance his client's claim, Goode violated SCR 20:1.3, which states, "A lawyer shall act with reasonable diligence and promptness in representing a client."

In failing to consistently keep his client apprised as to case status and in failing during 2009 to return his client's phone calls requesting information concerning case status and disbursement of the \$4,375.00 received from the adverse party, Goode violated SCR 20:1.4(a)(3)

and (4) which state, “A lawyer shall . . . (3) keep the client reasonably informed about the status of the matter, (4) promptly comply with reasonable requests by the client for information . . .”

In failing between the summer of 2009 and December, 2010 to disburse to his client the initial installment payment received from the adverse party, Goode violated SCR 20:1.15(d)(2), which states, “Upon receiving funds or other property in which a client has an interest, or in which the lawyer has received notice that a 3<sup>rd</sup> party has an interest identified by a lien, court order, judgment or contract, the lawyer shall promptly notify the client or 3<sup>rd</sup> party in writing. Except as stated in this rule or otherwise permitted by law or by agreement with the client, the lawyer shall promptly deliver to the client or 3<sup>rd</sup> party any funds or property that the client or 3<sup>rd</sup> party is entitled to receive.”

## **Matter No. 2**

A couple hired Goode in 2006 to handle their Chapter 13 bankruptcy matter. According to the couple, at the end of June, 2010, they received paperwork from the bankruptcy court indicating that they needed to complete a final step in order to obtain the discharge from the bankruptcy court. The couple had moved from Wisconsin to North Carolina, so they called Goode and left messages for him to return their calls but Goode failed to contact them. The couple indicated that they then called the bankruptcy trustee who told them to contact their attorney and they again tried calling Goode at his phone number in Oregon where Goode had moved, but were unsuccessful in reaching him.

The clients also wrote Goode multiple times asking what they needed to do to complete the bankruptcy, but received no response from Goode. The couple attempted to purchase a new vehicle but they could not get clear title on their old vehicle because their bankruptcy had not yet been discharged. The couple subsequently contacted another lawyer in North Carolina to find

out how to resolve the matter and were informed that they would need to re-file another bankruptcy in North Carolina and go through the entire process again.

According to Goode, he spoke several times with his clients about the matter, and they decided to go forward in life without the bankruptcy discharge. Goode asserted he had advised the couple that the only task left to complete the bankruptcy was taking the financial management class, and that he gave the couple the information they needed to complete the course. Goode acknowledged that his clients wrote various letters to him and he took no action upon receipt of those letters. According to Goode, the remaining issue was that the couple had not gone online to file their certificate and take the financial management course, and since they had not completed the course, the bankruptcy matter was dismissed without discharge.

Goode asserted that after he left Wisconsin and moved to Oregon, he began using a call forwarding program which had his calls from his Madison office phone number transferred to his cell phone. Goode stated he explained to the couple by telephone how to use the debtor education website, and he gave them information to access the website. After Goode learned that the website address had changed, he gave his clients the new website information during a phone call a few days later, at which time they again discussed the vehicle title issue. Goode asserted he specifically explained that if the bankruptcy was completed, then the creditors' liens on their vehicle could be extinguished. Goode further spoke to his clients about completing the bankruptcy or the possibility of filing a new bankruptcy.

Goode stated at the initial consultation, signing meeting, meeting of creditors, and again by letter, he reminded his clients to complete the financial management course. Goode asserted that by July 10, 2010, his clients had been told four times to complete the course, had received written instructions explaining how to do it, and had been informed orally by Goode over the

phone how to complete the course. Goode asserted he was never made aware of his clients' final decision as to whether to complete the bankruptcy or not, and after he received no further communication from them, it seemed to him that their decision was to let the bankruptcy fail. Goode denied that he neglected the case.

By admittedly failing to respond to multiple client inquiries, and thus failing to adequately communicate with his clients regarding options available to them relative to the discharge of the bankruptcy matter and in failing to followup with them as to the specific course of action, if any, that Goode was to pursue on their behalf in connection with the bankruptcy matter, Goode violated SCR 20:1.4(a)(2), (3) and (4), and SCR 20:1.4(b), which state:

- (a) A lawyer shall:
  - (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;
  - (3) keep the client reasonably informed about the status of the matter;
  - (4) promptly comply with reasonable requests for information; and
- (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

### **Matter No. 3**

On July 15, 2013, Goode self-reported to the Office of Lawyer Regulation (OLR) that in April, 2013, the State of Oregon had issued an indictment charging Goode with one felony count of Unlawful Use of a Weapon, one misdemeanor count of Menacing, and one misdemeanor count of Harassment; stemming from an incident on March 30, 2013 in which Goode possessed a dangerous weapon and physically confronted his mother and placed her in danger.

The eventual plea agreement took into account Goode's medical history as well as the lack of a serious intent to cause physical harm. Goode pled guilty to one count of Menacing – Constituting Domestic Violence, a Misdemeanor. The other counts contained in the indictment were dismissed. Goode received a suspended sentence with 18 months of probation, as well as a

