

**VIRGINIA: BEFORE THE FIRST DISTRICT COMMITTEE OF THE
VIRGINIA STATE BAR**

IN THE MATTER OF DENNY PAT DOBBINS

VS B Docket No. 04-010-1580

**COMMITTEE DETERMINATION
PUBLIC REPRIMAND**

On March 3, 2005, a hearing in this matter was held before a duly convened panel of the First District Committee consisting of N. Douglas Burgoyne, Whitney G. Saunders, Esq., Robert R. Kinser, Esq., Damian P. Dwyer, Esq., and J. Wayne Sprinkle, Esq., Chair presiding. The Bar was represented by Richard E. Slaney, Assistant Bar Counsel. The Respondent, Denny Pat Dobbins, Esq. (Mr. Dobbins), was present in person and represented himself *pro se*.

At the beginning of the hearing, Mr. Dobbins made a motion to continue the hearing in this matter for various reasons as stated in the record. The Panel deliberated and denied his motion for the reasons stated in the record.

Thereafter, the Bar presented its evidence and Mr. Dobbins made a motion to strike the Bar's evidence, which after deliberation was unanimously denied by the Panel. The Panel then heard Mr. Dobbins' evidence and, after deliberation, unanimously made the findings set forth below by clear and convincing evidence:

I. FINDINGS OF FACT

1. At all times relevant to this matter Mr. Dobbins has been an attorney licensed to practice law in the Commonwealth of Virginia.

2. In late Summer 2002, one William Conley (William), crashed a vehicle in which he was driving into a building, killing an elderly woman who was inside the building. As

a result, William was charged with various crimes in the Circuit Court of the City of Chesapeake.

3. William and his then-wife, Jonnie Conley (Jonnie) (collectively, the Conleys), hired Mr. Dobbins to defend William against the Chesapeake Circuit Court charges. Mr. Dobbins told the Conleys his fee would be around \$25,000.

4. Mr. Dobbins had the Conleys sign a bearer note for \$50,000 (the Note). Mr. Dobbins also obtained a Deed of Trust in that amount to secure the Note (the Deed of Trust) and recorded it in North Carolina against real property owned by the Conleys (the Carolina Property). Further, Mr. Dobbins took a security interest in tools owned by William. Mr. Dobbins neither gave them a written explanation of this transaction or its terms, nor advised them to seek the advice of independent counsel.

5. The signature purporting to be that of Jonnie on the Deed of Trust was not in fact her signature. The staff person who notarized that signature, Chiquita McGlone, did not witness that signature or that of William on the Deed of Trust but Mr. Dobbins either directed or allowed her to notarize those signatures anyway. Mr. Dobbins told the Conleys the Deed of Trust and the lien on William's tools were mechanisms for protecting their equity in the Carolina Property in the event of a civil claim by the deceased's family or estate. He did not tell them he planned to collect some or all of his fee by resorting to the assets covered by those security agreements.

6. The Deed of Trust was recorded as a lien against the Carolina Property in September of 2002.

7. In December of 2002, the Carolina Property was sold. Apparently, the Deed of Trust, although recorded, was missed, and the Note was not paid out of the closing.

8. In the Fall of 2002, Mr. Dobbins unsuccessfully sought bond for William and filed a discovery motion. By November 6, 2002, however, an order was entered making attorney John Brown (Mr. Brown) co-counsel for William, and Mr. Dobbins thereafter did not remain active in the case.

9. Mr. Brown negotiated a plea agreement for William, who was sentenced in late March of 2003. Mr. Dobbins became active in the case in the Fall of 2003, obtaining a partial suspension of William's sentence and permission for work-release.

10. Mr. Dobbins became aware the Carolina Property was sold without satisfying his note and wrote to the new owners in September of 2003, threatening them with foreclosure. At the hearing, it became clear Mr. Dobbins wrote a letter about one month prior to the hearing attempting to release the lien on the Carolina Property.

11. In an attempt to justify the \$50,000 note and Deed of Trust, and at some time after William's sentencing, Mr. Dobbins presented to William an undated invoice for \$50,000, listing other representations in addition to the representation of William on the Chesapeake Circuit Court charges. Mr. Dobbins also procured William's signature on a fee agreement referencing only the Chesapeake Circuit Court charges and detailing a fee of \$50,000.

II. NATURE OF MISCONDUCT

Based on the evidence presented, the Panel finds by clear and convincing evidence that Mr. Dobbins violated the following Rules of Professional Responsibility:

RULE 1.5 Fees

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
 - (1) the time and labor required, the novelty and difficulty of the

questions involved, and the skill requisite to perform the legal service properly;

- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
 - (3) the fee customarily charged in the locality for similar legal services;
 - (4) the amount involved and the results obtained;
 - (5) the time limitations imposed by the client or by the circumstances;
 - (6) the nature and length of the professional relationship with the client;
 - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
 - (8) whether the fee is fixed or contingent.
- (b) The lawyer's fee shall be adequately explained to the client. When the lawyer has not regularly represented the client, the amount, basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

RULE 1.8 Conflict of Interest: Prohibited Transactions

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
- (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client;
 - (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and
 - (3) the client consents in writing thereto.

RULE 5.3 Responsibilities Regarding Nonlawyer Assistants

With respect to a nonlawyer employed or retained by or associated with a lawyer:

- (c) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:
 - (1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved;....

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

- (b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer;
- (c) engage in professional conduct involving dishonesty, fraud, deceit or misrepresentation;....

The Panel dismissed the remaining charges as not established by clear and convincing evidence.

III. PUBLIC REPRIMAND

Thereafter, the Panel heard evidence and argument from the parties as to the appropriate sanction, and after considering all the evidence the Panel ORDERED that Mr. Dobbins receive a PUBLIC REPRIMAND, without Terms, and he is so reprimanded.

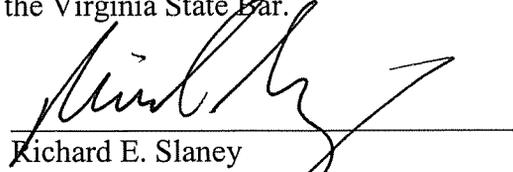
Pursuant to Part Six, Section IV, Paragraph 13(B)(8)(c)(1) of the Rules of the Virginia Supreme Court, the Clerk of the Disciplinary System shall assess costs.

FIRST DISTRICT COMMITTEE
OF THE VIRGINIA STATE BAR

By 
J. Wayne Sprinkle, Chair

CERTIFICATE OF SERVICE

I certify that on the 14 date of March, 2005, I mailed by Certified Mail, Return Receipt Requested, a true copy of the District Committee Determination (Public Reprimand) to Denny Pat Dobbins, Esq., Respondent, at P.O. Box 1442, Chesapeake, Virginia 23327, his last address of record with the Virginia State Bar.



Richard E. Slaney
Assistant Bar Counsel