

BEFORE THE BOARD OF COMMISSIONERS  
ON GRIEVANCES AND DISCIPLINE  
OF  
THE SUPREME COURT OF OHIO

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BOARD OF COMMISSIONERS  
ON GRIEVANCES & DISCIPLINE

*In re:*

*Complaint against*

**DAVID CHARLES WATSON, JR., ESQ.** :

**[Regis. No. 0025989]** :

503 South Front Street, S-254 :

Columbus, OH 43215 :

*RESPONDENT,* :

by :

**COLUMBUS BAR ASSOCIATION** :

175 South Third Street S-1100 :

Columbus, OH 43215-5134 :

*RELATOR.* :

CASE NO. **14 - 063** 

**COMPLAINT AND  
CERTIFICATE**

(Rule V of the Supreme Court  
Rules for the Government of the Bar of Ohio.)

FILED

SEP 03 2014

BOARD OF COMMISSIONERS  
ON GRIEVANCES & DISCIPLINE

*Now comes the Relator, and alleges that David Charles Watson, Jr., Esq. (Registration No. 0025989), an Attorney at Law, duly admitted to the practice of law in 1985, in this State of Ohio, is guilty of the following misconduct:*

**DISCIPLINE HISTORY**

1. On August 28, 2012, the Supreme Court of Ohio issued an order, suspending David C. Watson Jr. ("Respondent") for a period of 12 months (fully stayed with conditions), and a period of monitored probation until the expiration of Respondent's contract with Ohio Lawyers Assistance Program ("OLAP") or 12 months from the effective date of the order, whichever is later.

2. The OLAP contract expired February 14, 2014.

3. Respondent remains under probation.

### **COUNT ONE (Musetti-Antivero Matter)**

4. Mr. and Mrs. Musetti-Antivero (the "Antiveros") are natives of Paraguay. Mrs. Antivero has been a resident of the United States for a number of years, and is somewhat conversant in English. Mr. Antivero is a more recent immigrant, and speaks very little English.

5. The Antiveros moved from Florida to Columbus in May 2007. Their search for a Columbus home included employment of the real estate agency of Keller Williams. Through Keller Williams and Oak Mortgage (a lender), an arrangement was made for a third-party (Danielle Rose) to purchase the property and then sell the same to the Antiveros. This resulted in a "Land Contract\Lease Agreement with Option to Purchase." Pursuant to the contract, the Antiveros' ultimately were to take title. Actual ownership would allow them to refinance in the future. Respondent did not represent the Antiveros in this transaction.

6. In February 2008, the Antiveros attempted to refinance the property. They were unable to do so because the title was not in their name.

7. On April 2, 2010, the Antiveros, represented by the Ohio State University Moritz College of Law legal clinic, filed an action in the Franklin County Common Pleas Court against the seller, Danielle Rose. The goal was to resolve the issues with the property.

8. In July 2010 a settlement was reached, and on August 11, 2010, a land installment contract was recorded. Shortly after this settlement, however, the Antiveros breached the agreement by failing to make the installment payments to Ms. Rose.

9. In December 2010, Danielle Rose filed an eviction case against the Antiveros in the Franklin County Municipal Court.

10. The Antiveros retained Respondent to defend this eviction case and resolve their issues regarding ownership of the real estate.

11. On January 6, 2011, the Antiveros paid a \$500.00 retainer to Respondent. The \$500.00 was deposited directly into Respondent's general business account.

12. The Antiveros and Respondent did not enter into a fee agreement.

13. On January 11, 2011, the eviction case was heard. Respondent charged four hours for this hearing, but the Antiveros recall the time in court was substantially less.

14. On February 8, 2011, Respondent sent an invoice, which totaled \$2,020.00. The invoice failed to provide any credit for the previous \$500.00 payment.

15. The February 8, 2011 invoice assessed \$ 2020.00 for 10.1 hours @ \$200/ hour.

16. On February 16, 2011, the invoice was paid in full by the Antiveros.

17. Respondent then began investigating the initial transaction to determine whether the Keller Williams Agent had committed fraud.

18. On March 8, 2011, the Antiveros paid Respondent \$2,500.00.

19. On April 28, 2011, the Antiveros paid an additional \$5,000.00.

20. The payments made by the Antiveros to Respondent were not deposited in Respondent's IOLTA.

21. On April, 21, 2011, Fannie Mae commenced foreclosure on the property due to the lack of payment on the mortgage from the owner of the property, Danielle Rose. Respondent filed an answer for the Antiveros on June 20, 2011. Summary Judgment was entered in favor of Fannie Mae on September 2, 2011.

22. Sheriff Sale of the premises was stayed by a request for mediation by Respondent, and then by a bankruptcy filed by Ms. Rose. Those stays were finally lifted by order of the Court on February 1, 2012. Sale was ultimately conducted on May 25, 2012.

23. That Sale, to the Plaintiff, was confirmed on June 22, 2012.

24. A writ of Possession was filed on September 20, 2012.
25. Respondent consistently told the Antiveros not to worry, the real estate was theirs, and they would keep their home.
26. Respondent did not inform the Antiveros that they were to be evicted until November 2012.
27. The Antiveros dismissed Respondent as their Counsel in November 2012.
28. Respondent failed to provide an accounting and invoice until the Antiveros requested a fee arbitration in April 2013.
29. On May 14, 2013, Respondent provided an accounting and an invoice. This invoice repeated items previously billed, and represented total charges of \$6,244.00. The total includes a charge of \$86.00 for copying the file at the request of the Antiveros at the end of the representation. A single payment of \$5,000.00 is noted, claiming a balance due of \$1,244.00. The invoice fails to acknowledge any of the other three payments made by the Antiveros. In total, the Antiveros paid Respondent \$10,020.00.
30. On July 23, 2013, the Antiveros' request for fee arbitration resulted in a settlement and refund of \$3,862.00.
31. Respondent failed to effectively explain to the Antiveros the land contract/lease agreement and the land installment contract they signed.
32. Respondent failed to effectively explain to the Antiveros the status of the foreclosure or the position they were in once the sale was completed.
33. By his acts and failures to act as detailed in Count One, Respondent violated the following provisions of the Ohio Rules of Professional Conduct:

Rule 1.1                    [failing to provide competent representation to a client];

Rule 1.4(a)(3)	[failing to keep the client reasonably informed about the status of the matter];
Rule 1.5(a)	[charging and retaining a clearly excessive fee];
Rule 1.14	[failing to recognize and compensate for client diminished capacity due to lack of fluency in English];
Rule 1.15(a)	[failing to maintain client funds in an IOLTA account];
Rule 1.15(d)	[failing to promptly return property in the possession of the lawyer that the client is entitled to receive];
Rule 2.1	[failing to exercise independent professional judgment and render candid advice];
Rule 8.4(h)	[engaging in conduct that adversely reflects on the lawyer's fitness to practice law].

### **COUNT TWO (Adams Matter)**

34. Mr. and Mrs. Adams wanted to collect on two promissory notes, totaling over \$200,000.00, signed by the Adams' former daughter-in-law, Jennifer Kennedy. Prior to collection, Ms. Kennedy filed Chapter 13 bankruptcy.

35. On June 7, 2012, the Adams paid Respondent a \$3,500.00 retainer to oppose Ms. Kennedy's bankruptcy plan.

36. The \$3,500.00 retainer was deposited directly into Respondent's general business account.

37. The Adams and Respondent did not enter into a written fee agreement.

38. Kennedy used the loan from the Adams to pay her student loans. Student loans are generally not dischargeable in bankruptcy. .

39. Respondent spent time investigating whether there was potential fraud in converting a nondischargeable debt to a dischargeable debt which might except the Adams claim from discharge..

40. Respondent led the Adams to believe that they could defeat the discharge of their claim in Ms. Kennedy's bankruptcy, even though there was nothing to distinguish this claim from any other general unsecured claim.

41. Respondent spent time reviewing the supposed divorce case for Ms. Kennedy and the Adams' son.

42. Based on an affidavit in the divorce case showing that the wife in that case owned businesses and other property not scheduled in the bankruptcy, Respondent filed an objection to confirmation of the Chapter 13 plan on June 27, 2012.

43. This objection was based on the aforementioned divorce case, which was not, in fact, the divorce involving the bankruptcy debtor or the son of the Adams. That fact was readily apparent from the differing names of the husbands.

44. Respondent filed a proof of claim, which increased the original claim by \$70,000.00 due to calculation of interest and attorney fees/costs.

45. In advance of the October Chapter 13 confirmation hearing, Respondent represented to the Chapter 13 Trustee and/or debtor's counsel that he would withdraw the objection. The objection was not withdrawn. Respondent took no further action on behalf of the Adams to defeat discharge of their claim.

46. On October 16, 2012, a hearing was scheduled regarding the approval of the bankruptcy plan. Respondent failed to appear at this hearing and further failed to notify the Adams that Ms. Kennedy's plan had been confirmed.

47. Respondent failed to provide a complete or coherent explanation of the results and reasonable expectancy of recovery to the Adams.

48. On October 19, 2012, the only objection Respondent filed was overruled by the Court. That result was never communicated to the Adams.

49. On October 29, 2012, the bankruptcy plan was confirmed by the Court; this was never communicated to the Adams.

50. On October 30, 2012, Respondent represented to Mrs. Adams that the Chapter 13 Trustee filed an objection to the latest proposed plan and Respondent would continue to oppose the plan. The Trustee's objection was in response to the compensation and reimbursement of expenses requested by Ms. Kennedy's bankruptcy counsel.

51. As of November 1, 2012, the Adams were unaware that the the October 29, 2012 confirmation finalized the case and mooted any objection they might have. Respondent never expressly advised the Adams that the matter was concluded. Respondent never expressly advised the Adams that their recovery would be limited to 5 % of their claim. On April 1, 2013, Respondent provided an accounting and an invoice. The statement represented that the \$3,500.00 retainer was exhausted and a balance of \$22.00 was due. An assessment of four hours was given for the preparation of a two-page Objection to Confirmation of the plan, which included no citations of authority and was based on misinformation.

52. The statement also assessed nearly an hour to electronically file the Objection. An assessment of two hours was given to draft, review, and file the Proof of Claim.

53. By his acts and failures to act as detailed in Count Two, Respondent violated the following provisions of the Ohio Rules of Professional Conduct:

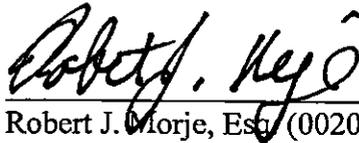
Rule 1.1	[failing to provide competent representation to a client];
Rule 1.4(a)(3)	[failing to keep the client reasonably informed about the status of the matter];
Rule 1.5(a)	[charging and retaining a clearly excessive fee];
Rule 1.15(a)	[failing to hold client funds in an IOLTA account]

Rule 2.1

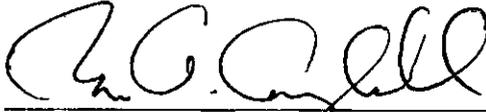
[failure to exercise independent professional judgment and render candid advice].

Wherefore, Relator asks that Respondent be found in violation of professional standards and that he is sanctioned appropriately.

Respectfully submitted,



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COUNSEL FOR RELATOR

**CERTIFICATE**

*The undersigned Chair of the Certified Grievance Committee of the Columbus Bar Association hereby certifies that Robert J. Morje, Esq., Esq., Bruce A. Campbell, Esq. and A. Alysha Clous, Esq., are duly authorized to represent Relator in the premises and have accepted the responsibility of prosecuting the complaint to its conclusion. After investigation, Relator believes reasonable cause exists to warrant a hearing on such complaint.*

Dated: 8/4/14  
Signed: J. C. Hartranft  
John Hartranft, Esq.  
Chair of the Certified Grievance Committee

**(Rule V of the Supreme Court Rules for the Government of the Bar of Ohio.)**

**Section (11)**

(11) *The complaint; Where Filed; By Whom Signed.* A complaint shall mean a formal written complaint alleging misconduct or mental illness of one who shall be designated as the Respondent. Six (6) copies of all such complaints shall be filed in the office of the Secretary of the Board. Complaints filed by a Certified Grievance Committee shall not be accepted for filing unless signed by one or more members of the Bar of Ohio in good standing, who shall be counsel for the Relator, and supported by a certificate in writing signed by the President, Secretary or Chairman of the Certified Grievance Committee, which Certified Grievance Committee shall be deemed the Relator, certifying that said counsel are duly authorized to represent said Relator in the premises and have accepted the responsibility of prosecuting the complaint to conclusion. It shall constitute the authorization of such counsel to represent said Relator in the premises as fully and completely as if designated and appointed by order of the Supreme Court of Ohio with all the privileges and immunities of an offices of such Court. The complaint may also, but need not, be signed by the person aggrieved.

Complaints filed by the Disciplinary Counsel shall be filed in the name of Disciplinary Counsel as Relator.

Upon the filing of a complaint with the Secretary of the Board, Relator shall forward a copy thereof to Disciplinary Counsel, to the Certified Grievance Committee of the Ohio State Bar Association, to the local bar association and to any Certified Grievance Committee serving the county or counties in which the Respondent resides and maintains his office and for the county from which the complaint arose.