

THE SUPREME COURT OF OHIO
COLUMBUS, FRANKLIN COUNTY, OHIO

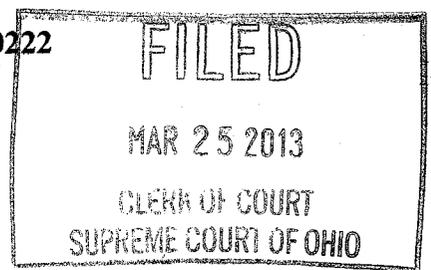
DISCIPLINARY COUNSEL,
Relator

v.

VINCENT F. GONZALEZ

Respondent

) CASE NO. 2013-0222
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RESPONSE TO SHOW CAUSE
ORDER

Now comes Respondent Vincent F Gonzalez, and objects to the Report and Recommendations of the Board of Commissioners on Grievance and Discipline and responds to the *order to show cause* as follows.

I. Findings Are Unsubstantiated.

Respondent has been practicing law since 1974. His practice is primarily an urban ethnic practice concentrating on representation of the Cleveland Hispanic (Spanish Speaking) community. He is a solo practitioner and, has been so his entire career.

In 2006 he assumed the representation of Mr. Fernando Perez who had been involved in a head-on collision with an impaired driver on I-71. He filed suit and the case was resolved by an arbitration hearing in 2010. Upon receipt of the insurance company check, a distribution was made to Mr. Perez. He signed a "Settlement Statement" which fully disclosed the charges and fee taken by counsel. Mr. Perez was satisfied with the representation and made no complaints regarding neither the distribution nor the representation.

When called and advised of the panels' finding he completed the enclosed affidavit and allowed discussion of his case. (Exhibits 1 and 2).

Mrs. Samame was sued for divorce October 6, 2009. She was working at the time as a part time phlebotomist at southwest General Hospital and her husband was employed as information technology technician for a Cleveland company. The disparity in income was large,

while she earned less than \$ 20,000.00 he earned in the vicinity of \$90,000.00 per year. The husband filed for divorce after some planning and employed, Marshall Wolf, an extreme litigator. Mrs. Samame caught by surprise and, without funds to litigate the case, retained respondent to represent her. From the inception of the litigation, Mrs. Samame was concerned as to how she would pay for the representation. In early July she attempted to discharge respondent but Judge Karner convinced her that she could not appear without counsel and so she agreed to allow respondent to continue. Respondent did not seek to be allowed to withdraw.

The case was set for trial in November 2011 and again in January, 2012. After being told on the first day of trial that she had no credibility with the Magistrate hearing the case and, after witnessing an ex parte meeting between Mr. Wolf and the Magistrate, she resigned herself to the outcome and refused to continue the trial.

She again attempted to discharge counsel and counsel only followed the client's wishes not to continue with the litigation. She was present at all times and was consulted as to her wishes. Nothing was done which was contrary to her wish to conclude the litigation. The Magistrate wrote his opinion and awarded her a distribution of income and assets as had been proposed by the husband and which he, the magistrate hearing the case, had adopted as a reasonable settlement of the case. No objections were filed and the case was concluded.

Mrs. Samame was called by the Assistant Disciplinary Counsel and refused to cooperate with the case against respondent. The witnesses against Respondent was Mr. Wolf and the Magistrate, both of who testified that Mrs. Samame received a fair settlement and that she was not prejudiced by waiving the calling witnesses and foregoing her closing argument.

The third complaint involved Respondent's representation, with co-counsel, Rita Chahda-Gonzalez, his wife, in an automobile case. No distribution was made other than as requested by her. She was not called and did not participate in the hearing.

Respondent testified that he did not have liability/errors and omissions insurance; that he did not keep a client account log for Mr. Perez or Mr. Ramon Santiago. He acknowledge that he

had over drawn his IOTA Account by less than \$100.00, but that he deposited the funds immediately in his account upon notification by PNC.

He also testified that he did not hold money for clients, that the IOLTA account was primarily used for insurance settlements. And that he did not have a separate notification that he did not carry "malpractice insurance" other than on his retainer agreement.

He testified that he did not owe Mr. Perez any money and objected to the charge without any proof other than the conjecture of the disciplinary counsel.

II. **Commission findings Are In Error as to any Money due Mr. Perez.**

The findings of the Commissioners do not consider that the clients, the subject of two counts, were never called to testify as to the alleged facts underlying the counts. No violation of the rules in the representation of the clients, i.e. Maria Samame or Fernando Perez, were proved. (Although Ms. Samame advised Assistant Disciplinary Counsel that she did not have any complaints against respondent Mr. Gonzalez. Mr. Perez was not called as to the allegations of the Assistant Disciplinary Counsel although very serious.

Respondent maintains together with Mr. Perez, that he did not owe any funds to Mr. Perez; that all of Mr. Perez's funds were distributed to him and, the only money in his Trust account was Respondent's funds kept as a "cushion" to maintain the account open. Since he did not "hold" client's funds in the account he did not keep a ledger, but he did make a distribution statement for each client at the conclusion of each case and made distributed accordingly. (Respondent did object to release client records where the clients were not making an allegation against Respondent and no release for the file(s) was secured by the Assistant Disciplinary Counsel from the client.)

An affidavit from Mr. Perez is attached as exhibit 2 which confirms that the "Settlement Statement" is a true copy of the *distribution statement* received by him on October 12, 2010 and that he is not owed any money from the settlement.

Respondent further states that he does not owe Mr. Perez any money and, that the distribution statement attached as "exhibit 1" is a true copy of the distribution statement in the

case given to Mr. Perez on October 10, 2010.

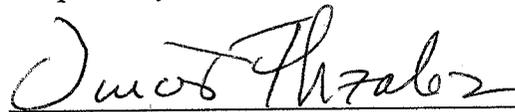
III. **Conclusion.**

Respondent has been practicing law for 38 years and while he is not contemplating retirement, he will close his practice and stop practicing if the Supreme Court wishes him too. He only objects to the conclusion the he has been dishonest with his clients or that he did not give his clients what they were entitled to receive from their cases.

For the foregoing reasons Respondent objects to the findings of facts and the recommendations of the Board of Commissioners on Grievances and Discipline as factually wrong, specifically as it relates to Mr. Fernando Perez, that it is inequitable and rewards the Office of Disciplinary Counsel for pursuing dubious complaints.

Counsel requests that in the event he is disciplined or disbarred, he be given sufficient time to comply so that he can complete pending cases since the Majority of his clients speak only Spanish, are mostly indigent or of low income and, will suffer a hardship in retaining other counsel.

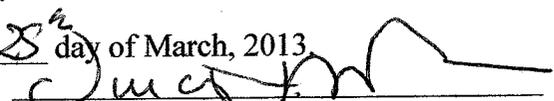
Respectfully Submitted,



VINCENT F. GONZALEZ, No. 0008558
Attorney-Respondent
2535 Scranton Road
Cleveland, Ohio 44113
(216) 344-0014

CERTIFICATE OF SERVICE

A copy of the foregoing has been sent to Philip A. King, Esq., 250 Civic Center Drive, Suite 325, Columbus, Ohio 43215-7411, and to the Board of Commissioners on Grievances and Discipline, Attention of Richard Dove, Secretary, 65 South Front Street, 5th Floor, Columbus, Ohio 43215-3431, via postpaid U.S. Mail this 5th day of March, 2013.



VINCENT F. GONZALEZ, No. 0008558
Attorney Respondent

SETTLEMENT STATEMENT
Fernando Perez vs. Cory Finding
d/1 6-27-06

\$ 20,000.00	Gross Settlement
<u>- 6,666.66</u>	Attorney Fees
\$ 13,333.33	Net Settlement
- 635.60	Case Expense
<u>- 5000.00</u>	Medical Bills Paid (Dr. Samples, reduced from \$6,125.00)
\$ 7697.73	Net to Client

Case Expense

Filing Fee	\$ 200.00
Transcript - Cory Finding	99.60
Attendance Reporter	60.00
Copy Fees	50.00
Photos	16.00
Medical Records	35.00
Report Dr. Sample	125.00
Misc. Expense	<u>50.00</u>

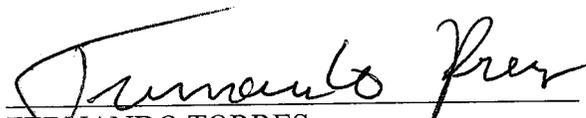
Total \$ 635.60

Medical Bills Paid

Dr. Sample	\$5,000.00
Lien	

Total \$5,000.00

I accept the settlement amount of \$20,000 and agree to the settlement figures stated above. I acknowledge that the only medical bills that were paid are reflected on this summary and that I am responsible for all other outstanding amounts, including reimbursing my insurer for bills paid to Lutheran Hospital and its' providers.


 FERNANDO TORRES

10-17-2010
 Date

STATE OF OHIO)
(
COUNTY OF CUYAHOGA)

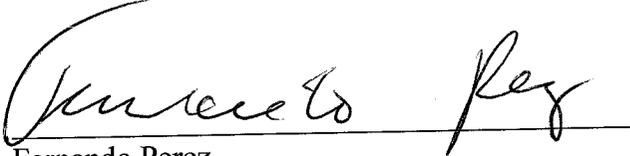
SS:

AFFIDAVIT

Fernando Perez, being first duly sworn according to law, deposes and states as follows:

- 1) My contact information is as follows: Fernando Perez, 3177 West 95th. Street, Cleveland, Ohio 44102; my phone is 216-299-1609;
- 2) I am providing this affidavit freely;
- 3) I have retained Mr. Gonzalez on two (2) matters, my divorce and an injury claim, after an automobile collision;
- 4) I am waiving my attorney client privilege to allow Mr. Gonzalez to discuss the distribution of the proceeds from my lawsuit;
- 5) I have reviewed the Settlement Statement, attached and it is an original copy, with my signature, dated October 12, 2010;
- 6) I received from Mr. Gonzalez the sums listed in the Statement, and am satisfied that my medical bills were paid to the extent listed in the statement;
- 7) I am not owed any sums by Mr. Gonzalez and, am satisfied in the representation received from Mr. Gonzalez.

Further Affiant saith naught.



 Fernando Perez

SWORN TO AND SUBSCRIBED before me, a Notary Public in and for the State of Ohio,
 this _12th. day of March, 2013.



VINCENT F. GONZALEZ, Attorney
 NOTARY PUBLIC - STATE OF OHIO
 My Commission Has No Expiration Date
 Section 147.03 R.C.

EXHIBIT 2