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DISTRICT VIII ETHICS COMMITTEE,

Complainant,

v.

JOSE CAMERON, ESQ.,

Respondent.

SUPREME COURT OF NEW JERSEY
District VIII Ethics Committee

Docket No. VIII-2014-0006E

**DISCIPLINARY ACTION
COMPLAINT**

The District VIII Ethics Committee by way of its Complaint against Respondent Jose Cameron, Esq. ("Respondent") says:

GENERAL ALLEGATIONS

1. Respondent was admitted to the bar in 1978.
2. Respondent maintains a law practice located at 461 New Brunswick Avenue, 2d Floor, Perth Amboy, Middlesex County, New Jersey.
3. Grievant Maria Antunez De Salinas ("Grievant") resides at 714 Holly Lane, Mount Holly, Burlington County, New Jersey.

FIRST COUNT

4. On or about March 14, 2013, Grievant Maria Antunez DeSalinas ("Grievant") retained Respondent to assist her in obtaining a divorce from her husband.
5. Respondent was the first lawyer that Grievant ever hired.

6. At the initial consultation, both parties executed an Agreement to Provide Legal Services (the “Retainer Agreement”).

7. As set forth in the Retainer Agreement, the legal services to be provided by “the Law Offices of Jose M. Cameron” were described as:

Case: Maria Antunez Desalinas v. Guillermo Salinas
Where: Middlesex County Family Court
Date: March 14, 2013

8. The Retainer Agreement provided that Grievant was to pay an initial retainer to Respondent in the amount of \$2,500, which would be considered the “minimum fee.”

9. The Retainer Agreement provided that the “retainer” or “minimum fee” was to be paid “regardless of the amount of time actually spent” on the case. “Additional costs and fees,” according to the Retainer Agreement, were to be paid by the client. An hourly rate schedule was set forth in the Retainer Agreement, which provided:

<u>Rate per Hour</u>	<u>Services of</u>
\$350.00	Attorney Fee (per hour)
\$150.00	Paralegal Support
\$125	Secretarial Support

10. The “hourly office charge” (which presumably is the hourly rates above), included “all research, drafts of pleadings, conferences, telephone conversations, preparation for and appearances in court, and other related work necessary to represent [Grievant] in this matter.”

11. The Retainer Agreement further provided that “Client understands and agrees that the Law Office of Jose M. Cameron, will not begin any work, including but not limited to the

filing of any pleadings, until the retainer is paid in full.” (emphasis in original). Similarly, the Retainer Agreement stated that Respondent would not appear in court until the full retainer was paid. If the full retainer (or “minimum fee”) was not paid, Grievant would lose any partial payment made.

12. The provision pertaining to billing was stricken and initialed by both Grievant and Respondent.

13. The Statement of Client Rights and Responsibilities in Civil Family Actions was not attached to the Retainer Agreement.

14. From the time he was retained to the time he was terminated, Respondent never sent or issued a bill or invoice for legal services.

15. The Retainer Agreement did not clearly identify the name of the attorney having primary responsibility for the matter, nor did it identify any other attorneys who may provide legal services.

16. There were no provisions in the Retainer Agreement addressing the effect of a counsel fee award, the right of Respondent to withdraw from representation, or the availability of Complimentary Dispute Resolution (“CDR”).

17. On February 18, 2014, Grievant terminated Respondent in writing.

18. Grievant requested a return of the retainer she paid. Grievant then initiated fee arbitration. A fee arbitration panel directed Respondent to return the retainer within 30 days.

19. After the District VIII Ethics Committee commenced its investigation, the prior the retainer of \$2,500 was returned to Grievant. Those funds were returned by way of three separate money orders, all dated January 23, 2015.

Violation of R. 5:3-5(a)-(b) and RPC 1.5
(Retainer Agreements in Civil Family Actions and Fees)

20. Paragraphs 1 through 19 are incorporated herein as if fully alleged.
21. Respondent's conduct and the Retainer Agreement violate *Rule 5:3-5(a)-(b)* and *RPC 1.5* pertaining to unreasonable fees.
22. The Retainer Agreement did not have annexed to it the Statement of Client Rights and Responsibilities in Civil Family Actions as set forth in the Appendix XVIII of the New Jersey Rules of Court, as required by *Rule 5:3-5(a)*.
23. The Retainer Agreement failed to set forth a description of legal services not encompassed by the agreement, as required by *Rule 5:3-5(a)(2)*.
24. The Retainer Agreement did not explicitly identify the name of the attorney having primary responsibility for Grievant's matter, as required by *Rule 5:3-5(a)(6)*.
25. The Agreement was silent as to (i) the effect of a counsel fee award, (ii) the right of the attorney to withdraw from representation pursuant to *Rule 5:3-5(d)*, and (iii) the availability of CDR, all of which is required by *Rule 5:3-5(a)(8)* through (a)(10).
26. Moreover, Respondent charged Grievant a "minimum fee" in the amount of \$2,500. The plain terms of the Retainer Agreement demonstrate that the minimum fee was non-refundable, prohibited by *Rule 5:3-5(b)*.
27. The Retainer Agreement stated, in pertinent part, that the "retainer" or "minimum fee" was to be paid "regardless of the amount of time actually spent" on the case. The Retainer Agreement further stated that Respondent would not appear in court until the full retainer (or "minimum fee") was paid. And if the full amount was not paid, Grievant would "lose the partial payment made"

28. There is no provision in the Retainer Agreement for the return of any unearned portion of the “minimum fee” or retainer.

Violation of RPC 1.16(d)
(Terminating Representation and Return of Advance Payment)

29. Paragraphs 1 through 28 are incorporated herein as if fully alleged.

30. Respondent’s conduct constitutes a violation of *RPC 1.16(d)*.

31. Although Grievant demanded the return of the retainer in February of 2014, and a fee arbitration panel directed Respondent to return the retainer within 30 days of its November 28, 2014 decision, Respondent did not return those funds until after this ethics investigation was commenced – on January 23, 2015.

Violation of RPC 8.4(d)
(Misconduct)

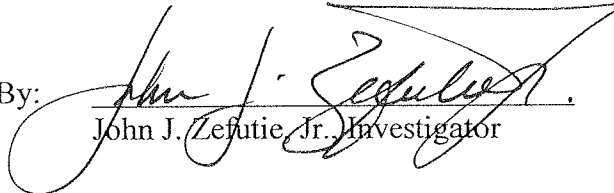
32. Paragraphs 1 through 29 are incorporated herein as if fully alleged.

33. By virtue of the foregoing, Respondent’s conduct was prejudicial to the administration of justice, in violation of *RPC 8.4(d)*

WHEREFORE, Respondent Jose M. Cameron, Esq. should be disciplined.

Dated: December 9, 2015

DISTRICT VIII ETHICS COMMITTEE

By: 
John J. Zefutie, Jr., Investigator